

Schedule 4

Proofs of Claim

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:

Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000042090

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Legend Logistics Ltd.

c/o Capitol International LLC and Thomas R. Slome, Esq.

Shop No. 2, G/FL,

Meyer, Suozzi, English & Klein. PC

Emirates Centre - PO Box 41710

990 Stewart Avenue

Karama, Dubai U.A.E.

P.O Box 9194

Attn: Mr. R. Sakhrani

Garden City, New York 11530-9194

Telephone number: 97150 4553832 email: capitol@emirates.net.ae

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

See Rider Section 5

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 500,000.00 (Required) Plus Interest; See Rider

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0351261630 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

CA07696

See Rider and Certificate of Holding
(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

BNP Paribas Account No. 15512 at Clearstream
(Swift Code CEDELULLXXX)

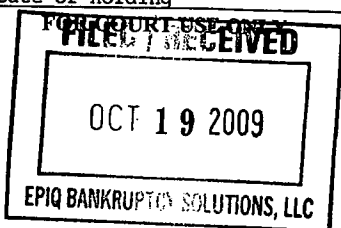
(Required) See Rider and Certificate of Holding

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

10/10/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

LEHMAN BROTHERS HOLDINGS INC., *et al.*,

Case No. 08-13555 (JMP)

Debtors.
-----X

(Jointly Administered)

RIDER TO LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

1. Basis for Claim.

Legend Logistics Ltd. ("Claimant") is the beneficial holder of the securities listed on the attached Certificate of Holdings (the "Certificate"). The Certificate provides the amount, type and ISIN Code for the securities, as well as the account number of the institution through which Claimant holds these securities. A "Blocking Number" is also reflected on the Certificate.

Claimant makes claim against Lehman Brothers Holdings Inc. (the "Debtor") for the principal amount of these securities, which is \$500,000), plus any and all applicable interest or other earnings or charges to which Claimant is entitled as a result of the ownership of these securities, including without limitation interest accruing on the securities before and after the September 15, 2008 date on which the Debtor filed its bankruptcy petition. Interest accrued and unpaid to that date is \$9,270.80.

2. Reservation of Rights.

Claimant reserves the right to amend or supplement this Proof of Claim to reflect any additional claims against the Debtor, to specify additional interest, costs, expenses or other charges or claims incurred by the Claimant and to file additional claims that may be based on the same or additional documents.

3. No Waiver.

This Proof of Claim is filed to protect the Claimant from forfeiture of the Claim. The filing of this Proof of Claim is not: (a) a waiver or release of the Claimant's rights against any person, entity or property; (b) a consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Claim or any objection or other proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to move to withdraw the reference or otherwise to challenge the jurisdiction of this reference or otherwise challenge the jurisdiction of the Bankruptcy Court; (d) an election of remedy; (e) a waiver of any rights or claims the Claimant has against the Debtor or any person or entity with respect to any pending or future litigation or to any matters related to such litigation; or (f) a waiver of past, present or future defaults or events of default.

4. Notices.

All notices to the Claimant should be sent to:

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.
Attn: Thomas R. Slome, Esq.
990 Stewart Avenue, Suite 300
P.O. Box 9194
Garden City, New York 11530-9194
Email: tslome@msek.com
Phone: 516-592-5772

Legend Logistics Ltd.
c/o Capitol International LLC
Shop No. 2, G/F1
Emirates Centre (San Fashion Bldg)
P.O. Box 41710
Karama, Dubai, U.A.E.
Attn: Mr. R. Sakhrani
Email: capitol@emirates.net.ae
Phone: 97150 4553832

5. Payment.

Payment on the claim should be made payable to Legend Logistics Ltd. and be sent to:

Legend Logistics Ltd.
c/o BNP Paribas (Suisse) S.A.
Selnaustrasse 16
CH -8022 Zurich
Switzerland

Capitol International LLC
P.O. Box 41710
Dubai
United Arab Emirates

Geneva, 01.09.2009

Certificate of holding

We are pleased to confirm that you, as client of our Bank, held, as per Mr/Ms....., the following position :

USD 500'000 - 7,5% LEHMAN BROTH TRSY 3/M LIB. 08-2018

(ISIN code: XS0351261630)

Those securities are registered on our account n° 15512 named BNP Paribas/clients assets opened at Clearstream, 42 Avenue J.F. Kennedy, 1855 Luxembourg (CEDELULLXXX).

The Blocking Number is CA07696

This information is delivered upon your request and in the context of the filing of Proof in the Lehman Brothers Holding Incorporated's bankruptcy proceeding. It is given to you without any liability and should not be interpreted as an undertaking on our part.

Yours faithfully,

BNP PARIBAS (SUISSE) SA

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

COUNSELORS AT LAW

ONE COMMERCE PLAZA
SUITE 1705
ALBANY, NEW YORK 12260
518-465-5551
FACSIMILE: 518-465-2033

1300 CONNECTICUT AVENUE, N.W.
SUITE 600
WASHINGTON, DC 20036
202-955-6340
FACSIMILE: 202-223-0358

990 STEWART AVENUE, SUITE 300
P.O. BOX 9194
GARDEN CITY, NEW YORK 11530-9194
516-741-6565

FACSIMILE: 516-741-6706
E-MAIL: meyersuozzi@msek.com
WEBSITE: <http://www.msek.com>

1350 BROADWAY, SUITE 501
P.O. BOX 822
NEW YORK, NEW YORK 10018-0026
212-239-4999
FACSIMILE: 212-239-1311

425 BROADHOLLOW ROAD, SUITE 405
P.O. BOX 9064
MELVILLE, NEW YORK 11747-9064
631-249-6565
FACSIMILE: 631-777-6906

THOMAS R. SLOME

October 16, 2009

VIA FEDEX

Epiq Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

Re: In re Lehman Brothers Holdings Inc.
Chapter 11 Case No. 08-13555 (JMP)

Dear Sir/Madam:

Enclosed is an original and one copy of a Lehman Securities Programs Proof of Claim, which we are submitting on behalf of our client, Legend Logistics Ltd.

Please file the original (together with its rider and other attachment) and return the copy, file stamped to show receipt, in the enclosed self-addressed post-paid envelope.

Very truly yours,



Thomas R. Slome

TRS/lg
encl.

This pouch is resealable.

Press Here. Press Here. Press Here. Press Here.

FedEx 11:45 STANDARD OVERNIGHT
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10017 7970 2500 8037
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XAOGSA

From: Origin
Thomas Storm
Miami, Suiza
800 Stewart A
Suite 300
Garden City, NY 11530



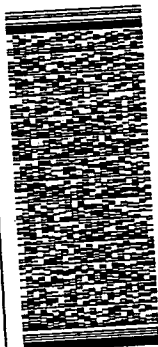
Ref # TRS 224017
Invoice #
PO #
Dept #

SHIP TO: (000) 000-0000
BILL SENDER
Lehman Bros. Hldgs. Claims Process
Epiq Bankruptcy Solutions, LLC
757 3RD AVE FRNT 3

NEW YORK, NY 10017

MON - 19OCT
STANDARD OVERNIGHT
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Page 1 of 1

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re: Chapter 11
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)
Debtors. (Jointly Administered)

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000043481



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Creditor: SelectInvest Financial Service AG
1010 Vienna, Kaerntnerstrasse 51/Top 3a

Notices to: Bankhaus Schelhammer & Schattera AG
1010 Vienna, Goldschmiedgasse 3

Telephone number: Email Address:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Bankhaus Schelhammer & Schattera AG
Goldschmiedgasse 3, 1010 Vienna, Austria

Telephone number: +43153434 Email Address: bank.office@schelhammer.at

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ ---641,880.00--- (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0231181222 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

(Clearstream) CA34598 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

-38121- (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: 2009, Oct. 15
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

FILED / RECEIVED

OCT 21 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Bankhaus
Schelhammer & Schattera



Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076
United States of America
CERTIFIED MAIL / einschreiben

Vienna, 2009-10-15

Subject: Proofs of Claim based on Lehman Programs Securities
Adjustment of our transmitted Proof of Claim Form dated 2009-09-28

Dear Sirs and Madams!

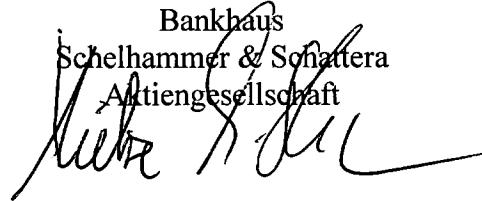
Referring to the subject mentioned above and our letter dated 2009-09-28 we kindly ask you to adjust our already transmitted Proof of Claim Form (dated see above) as we unfortunately have used a wrong blocking number. We hereby attach the "correct", duly completed form with the valid blocking number CA34598 in number 3.

Except the mentioned blocking number, everything else stays the same.

We also ask you to affirm the reception of this letter including the form per e-mail bank.office@schelhammer.at for our records.

With kind regards,

Bankhaus
Schelhammer & Schattera
Aktiengesellschaft



One Attachment
Proof of Claim Form

PRIORITY
PRIORITAIRE



Leider können wir nicht immer verhindern, dass Sie mehrere
Briefsendungen an einem Tag von uns erhalten. Das Ausso-
rtieren der Sendungen wäre teurer als das zusätzliche Porto.
Bitte haben Sie dafür Verständnis.



BANKHAUS
Scheihammer & Schattera
A-1011 Wien Postfach 618

RECEIVED

OCT 21 2009



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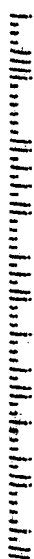
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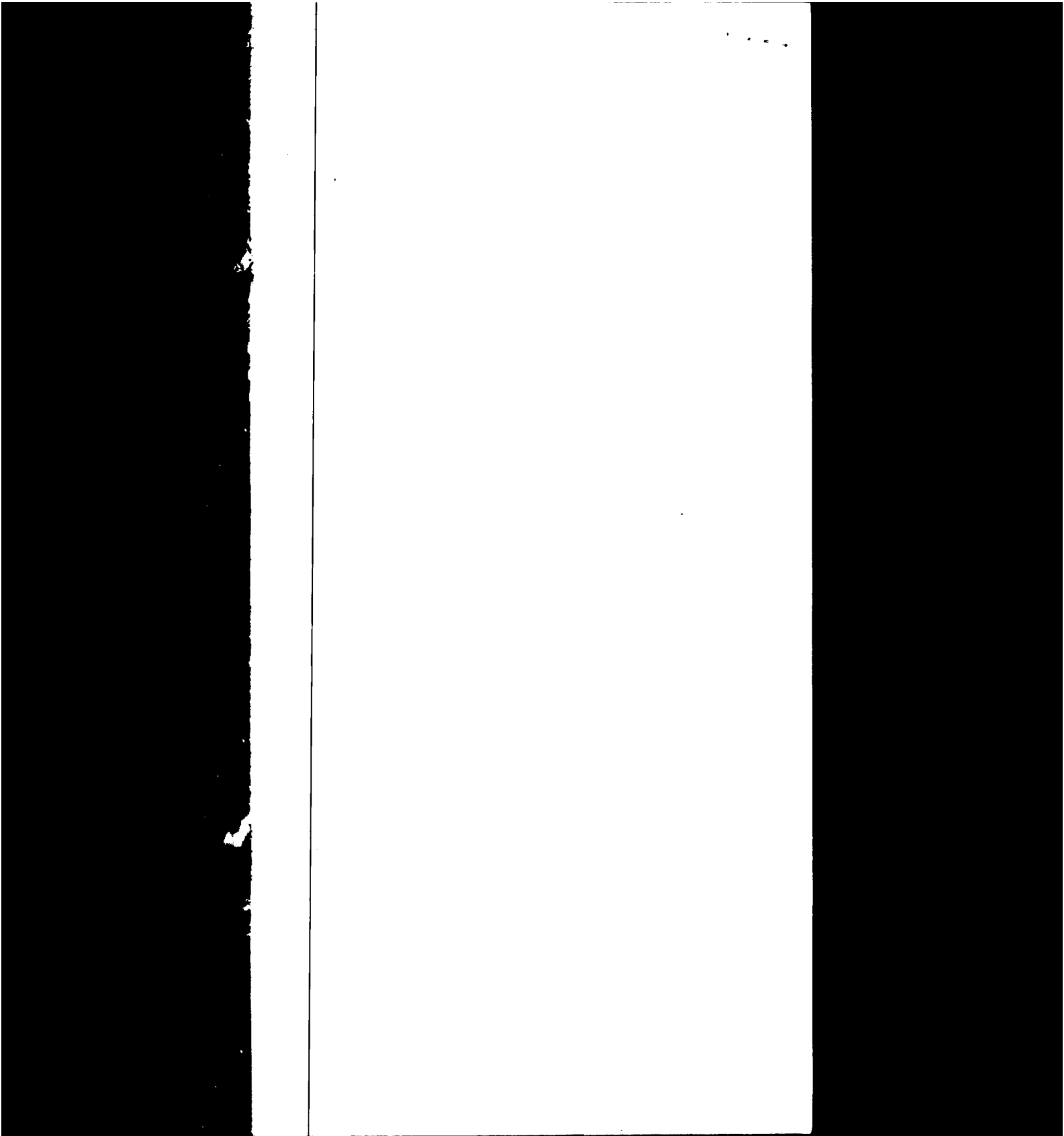


1014 Wien
RO 82850279 0 AT


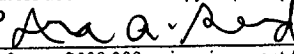


1015035075 B026





subject to future amendment

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|---|---|--|--|
| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044569 | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | |  | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address: | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| Name and address where payment should be sent (if different from above) | | Telephone number: Email Address: | |
| <p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>1'686'133.90</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> | | | |
| <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>CH0027120689</u> (Required)</p> | | | |
| <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Blocking numbers see attachment</u> (Required)</p> | | | |
| <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <u>SIX SIS AG, Baselstrasse 100, CH-4600 Olten</u></p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Account number 20090537</u> (Required)</p> | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. | | FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC | |
| Date: 2009, Oct. 23 | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker & McKenzie LLP</u>  | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN CH0027120689

| Blocking Reference Number |
|---------------------------|
| 2720854538161510 |
| 4726024554130810 |
| 7173083654130810 |
| 1320142133161510 |
| 9961263054130810 |
| 6350342354130810 |
| 3691311654130810 |
| 4561110454130810 |
| 9849235653130810 |
| 6705820533161510 |
| 0434745253130810 |
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| 7722783053130810 |
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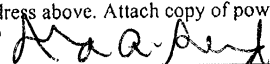
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10-23-09
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subject to future amendment

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| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044605  THIS SPACE IS FOR COURT USE ONLY | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Luzerner Kantonalbank AG Legal & Compliance Department Pilatusstrasse 12 CH-6002 Luzern T: +41 41 206 24 86 / Mail: peter.felder@lukb.ch Telephone number: Email Address: | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Please send all notices also to: Baker & McKenzie LLP att. Ira A. Reid 1114 Avenue of the Americas New York, 10036, US T: +1 212 626 4100 / Mail: ira.a.reid@bakernet.com | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| Name and address where payment should be sent (if different from above) Telephone number: Email Address: | | | |
| <p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>3'796'997.40</u> (Required) plus accrued and accruing interest to the extent permitted by agreement or by law</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> | | | |
| <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>XS0302350888</u> (Required)</p> | | | |
| <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Blocking numbers see attachment</u> (Required)</p> | | | |
| <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Euroclear Bank S.A., BE-Brussels</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Account number 94218</u> (Required)</p> | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. | | <div style="border: 1px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 23 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div> | |
| Date: 2009, Oct. 23 | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Baker & McKenzie LLP</u>  | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |

By: Ira A. Reid, as authorized representative and attorney-in-fact

Attachment to Proof of Claim ISIN XS0302350888

| Blocking Reference Number |
|----------------------------------|
| 6037671 |
| 6037674 |
| 6037709 |
| 6037710 |
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| 6037901 |
| 6037902 |

Attachment to Proof of Claim ISIN XS0302350888

| Blocking Reference Number |
|----------------------------------|
| 6037945 |
| 6037944 |
| 6037943 |
| 6037942 |
| 6037941 |
| 6037940 |
| 6037939 |
| 6037938 |
| 6037937 |
| 6037936 |
| 6037935 |
| 6051590 |
| 6037934 |
| 6037933 |
| 6037932 |
| 6052175 |


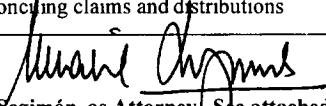
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DATE

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TIME

| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
|--|---|--|--|
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000044722 | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | |  THIS SPACE IS FOR COURT USE ONLY | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Inversiones Nhet, S.L. Att: José Luis Navarro Iglesias C/ San Francisco de Sales 31 28003 Madrid, Spain Telephone number: +34 91 533 48 00 Email Address: | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Name and address where payment should be sent (if different from above) Account number: ES1000865146990010005725 Banco Banif, S.A. C/ Ortega y Gasset 1, 28006 Madrid, Spain Telephone number: +34 91 520 86 50 Email Address: | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| <p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ Unliquidated - see attached Addendum to Proof of Claim.</p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> | | | |
| <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): See attached Addendum to Proof of Claim.</p> | | | |
| <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p>See attached Addendum to Proof of Claim.</p> | | | |
| <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p>See attached Addendum to Proof of Claim.</p> | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions | | <div>FOR COURT USE ONLY</div> <div>FILED / RECEIVED</div> <div>OCT 23 2009</div> <div>EPIQ BANKRUPTCY SOLUTIONS, LLC</div> | |
| Date: October 15, 2009. | Signature:  Ms. Maria Segimon, as Attorney. See attached Addendum to Proof of Claim for additional information. | | |

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

ADDENDUM TO PROOF OF CLAIM

This proof of claim is filed in the chapter 11 case of Lehman Brothers Holdings Inc., (the Debtor), Case No. 08-13555 (JMP), by Inversiones Nhet, S.L. ("Claimant").

Claimant's address is set forth on the first page of this proof of claim. Any notice relating to this proof of claim should be sent to such address with additional copies to be sent to the following addresses:

DLA Piper Spain S.L.
Paseo de la Castellana, 35-2
28046 Madrid, Spain
Attention: María Segimón, Esq.

With an additional copy to:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: William M. Goldman, Esq.

This proof of claim is filed in connection with a Lehman Program Security as that term is defined in that certain July 2, 2009 order establishing the deadline for filing proofs of claim (the "Bar Date Order"). As such, and pursuant to the express provisions of the Bar Date Order, no documentation supporting this proof of claim is attached.

Claimant is presently unable to calculate the amount due in connection with the Lehman Program Securities covered by this proof of claim and, therefore, this proof of claim is filed in an unliquidated amount for all ISINs listed below.

The following chart shows each Lehman Programs Security to which this claim relates, the depository blocking reference number, and the depository participant account number.

| ISIN | Blocking Reference # | Depository participant account # |
|--------------|----------------------|----------------------------------|
| XS0258901759 | 6036177 | EUROCLEAR # 22829 |
| XS0286018758 | 6036178 | EUROCLEAR # 22829 |

A copy of the power of attorney authorizing the execution of this proof of claim by María Segimón is attached hereto. Ms. Segimón's address is set forth above and her telephone number is +34 913191212.

Reservation of Rights

No judgment has been entered on any portion of the proof of claim.

The amounts of all payments on the claim have been credited and deducted for the purpose of making this proof of claim.

Claimant hereby reserves the right to assert further, additional and amended claims.

By executing and filing this proof of claim, Claimant, is not (i) waiving or releasing Claimant's rights against any other entity or person or (ii) electing a remedy which waives or otherwise affects any other remedy of Claimant.

Claimant, in executing and filing this proof of claim, does not waive any right to any security, collateral or share thereof to which it may be entitled or any right to claim specific assets or any other right or rights that it has or may have against the Debtor or any other person or persons, and expressly reserves the right to amend or supplement this proof of claim in any respect and to file additional proofs of claim for additional claims.

POWER OF ATTORNEY

The undersigned,

Mr./Mrs. JOSE LUIS NAVARRO IGLESIAS, of legal age, of spanish nationality, and holder of DNI passport of his nationality number 00549435B, in force,

domiciled at CL SAN FRANCISCO DE SALES 31 28003 MADRID, acting on behalf of INVERSIONES NHET S.L. (the Grantor).

Whereas, the Grantor grants a special power of attorney, but as broad as required by law, in favour of the following persons:

- 200*
- (i) Mr. Juan Picón García de Leániz, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 50708807-V, in force;
 - (ii) Ms. María Segimón de Manzanos, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 826346-W, in force;
 - (iii) Mr. Javier Huerta Rebollo, of legal age, of Spanish nationality, domiciled in Madrid, Paseo de la Castellana, no. 35, 2nd floor, and holder of Spanish Identity Card number 11849665-L, in force,

in order that any of each of the aforementioned persons, jointly and severally, may, represent or designate another person to represent the Grantor in respect of Chapter 11 bankruptcy filed in the United States by Lehman Brothers Holdings Inc ("LBHI") and its affiliates as well as in any insolvency or bankruptcy proceeding of LBHI's non-U.S. Subsidiaries (the "Bankruptcy"), and in particular, and without limitation, to carry out the following acts in relation to the Bankruptcy:

El/Los abajo firmante/s,

D./D^a. JOSE LUIS NAVARRO IGLESIAS, mayor de edad, de nacionalidad española, y con DNI pasaporte de su nacionalidad número 00549435B, en vigor,

con domicilio en CL SAN FRANCISCO DE SALES 31 28003 MADRID, actuando en nombre de INVERSIONES NHET S.L. (el Poderdante).

El Poderdante otorga un poder especial, pero tan amplio como en Derecho sea necesario a favor de las siguientes personas:

- (i) D. Juan Picón García de Leániz, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 50708807-V, en vigor;
- (ii) D^a. María Segimón de Manzanos, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 826346-W, en vigor;
- (iii) D. Javier Huerta Rebollo, mayor de edad, de nacionalidad española, con domicilio a estos efectos en Madrid, Paseo de la Castellana, nº 35, 2ª planta, y provisto de D.N.I. nº 11849665-L, en vigor,

para que cada uno de ellos, indistintamente y solidariamente, pueda representar o designar a otra persona para representar al Poderdante en el procedimiento de quiebra bajo el Capítulo 11 en los Estados Unidos de América solicitado por Lehman Brothers Holdings Inc. ("LBHI") y determinadas sociedades filiales, así como en cualesquiera otros procedimientos de insolvencia o quiebra de las filiales de LBHI no domiciliadas en los Estados Unidos de América (la "Quiebra") y, en concreto, y sin que tenga carácter limitativo, para que pueda llevar a cabo las siguientes actuaciones en relación con la Quiebra:

- (a) To appear before or designate another person to appear before any Courts, Hearings or other Tribunals, ordinary or special, of any level or jurisdiction, and before any authority, or other public bodies, and other entities created and to be created in any of its branches, dependencies and services; and to commence, continue or terminate, as creditor, author, third party, contributor, claimant or in any other capacity, all type of actions, files, trials and proceedings in relation to the Bankruptcy.

In all these cases, to file, reply to and continue through all the necessary steps and stages, until completion, all type of actions, claims, complaints, criminal complaints, allegations, exceptions and defences and to make any other whatsoever, request suspension of trials or proceedings, giving in these, where necessary, personal ratification; to draft and file written documents and take part in all types of proceedings; to request and receive notifications, summons and subpoenas in relation to the Bankruptcy.

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- (b) To appear before or to designate another person to appear before all and any persons, firms, corporations, banks, institutions, commercial brokers, notaries, registrars, courts and tribunals, government agencies, authorities, being foreign, international, national, regional, provincial or municipal, with full powers of representation, being authorized to file petitions, requests and forms in relation to the Bankruptcy.

- (c) Execute any further public or private document of amendment, modification or ratification, including the signing of

- (a) Comparecer o designar a otra persona para comparecer ante cualesquiera Juzgados, Audiencias y demás Tribunales, ordinario o especiales de cualquier grado o jurisdicción, ante cualquier otra autoridad y demás entes públicos, y demás Entidades creadas y por crear, en cualquiera de sus ramas, dependencias y servicios; y en ellos, instar, seguir y terminar, como acreedor, actor, tercero, coadyuvante, requirente o en cualquier otro concepto, toda clase de actuaciones, expedientes, juicios y procedimientos en relación con la Quiebra.

En todos estos casos, entablar, contestar y seguir por todos sus trámites e instancias, hasta su conclusión, toda clase de actuaciones, acciones, demandas, denuncias, querellas, acusaciones, excepciones y defensas y ejercitar otras cualesquiera pretensiones, pedir suspensiones de juicios o procedimientos, ejercitándose en los mismos en cuantos casos fuera menester la ratificación personal; formar y presentar escritos y asistir a toda clase de actuaciones; solicitar y recibir notificaciones, citaciones y emplazamientos en relación con la Quiebra.

- (b) Comparecer o designar a otra persona para comparecer ante todas y cualesquiera personas, sociedades, corporaciones, bancos, instituciones, corredores de comercio, notarios, registradores, juzgados y tribunales, delegaciones de hacienda, delegaciones de gobierno y autoridades, ya sean extranjeras, internacionales, nacionales, autonómicas, provinciales o municipales, con poderes totales de representación, estando autorizadas para presentar instancias, formularios y requerimientos en relación con la Quiebra.

- (c) Firmar cualquier documento público o privado posterior de subsanación, rectificación o ratificación de los

approvals or forms (online or in paper) required, and do any other act or action which the attorney may consider necessary or expedient for the purpose or in connection with the above, including the execution, processing and submission of any form or document which may be convenient in relation to the Bankruptcy.

anteriores, pudiendo suscribir y firmar incluso cualquier formulario o impreso necesario (online o en papel), y realizar cualquier acto o actuación que el apoderado considere necesario o conveniente para cumplimentar la finalidad descrita en este apartado, incluyendo firmar, despachar o presentar cualquier otro documento que resulte conveniente en relación con la Quiebra.

Where necessary, the Grantor shall raise into public deed the granting of Power of Attorney under this document if requested by any of the attorneys.

En caso de que fuese necesario, el Poderdante se compromete a formalizar en escritura pública el apoderamiento conferido conforme al presente documento, una vez fuera requerido para ello por cualquiera de los apoderados.

So states and grants the Grantor, who reads and approves the present document, signing below.

Así declara y otorga el Poderdante, quien lee y aprueba el presente documento, firmándolo a continuación.

MADRID, on September 2009.

En MADRID, a de septiembre de 2009.

INVERSIONES NHET S.L.
THE GRANTOR

INVERSIONES NHET S.L.
EL OTORGANTE

(signature/s)



JOSE LUIS NAVARRO IGLESIAS

(firma/s)



JOSE LUIS NAVARRO IGLESIAS

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United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000045214

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Theodoor Gilissen Global Custody N.V.
Keizersgracht 617
1017 DS AMSTERDAM, The Netherlands

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: +31 20 5276000 Email Address: tgservices@gilissen.nl

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: See attached (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See attached (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

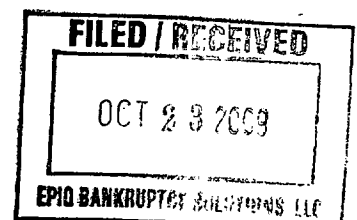
Date:
October
21st, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Mister Drs. J. G.C.D. Versteeg

Mister R. van Barneveld

FOR COURT USE ONLY



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX TO PROOF OF CLAIM OF
THEODOOR GILISSEN GLOBAL CUSTODY N.V.**

1. Claimant. Theodoor Gilissen Global Custody N.V., custodian and holder of account 51/267148/29 with KBL European Private Bankers S.A., Luxemburg, holder of account 13048 with Clearstream Luxemburg (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the Clearstream blocking reference number and the Clearstream account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 4 attached hereto. The Program Securities

have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 114,469,619.48 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

| ISIN | Clearstream blocking reference number | Clearstream account number Account in the name of KBL European Private Bankers S.A., Luxembourg. Securities held on behalf of custodian Theodoor Gilissen Global Custody N.V., Amsterdam, Holland | Nominal Amount (EUR) | Nominal Amount (USD)* |
|--------------|--|---|-------------------------|--------------------------|
| XS0346707903 | CA69354 | 13048 | 641,000.00 | 910,284.10 |
| XS0295760093 | CA69339 | 13048 | 1,587,000.00 | 2,253,698.70 |
| XS0355133454 | CA69358 | 13048 | 3,162,000.00 | 4,490,356.20 |
| XS0379217184 | CA69336 | 13048 | 20,000.00 | 28,402.00 |
| XS0273084656 | CA69337 | 13048 | 554,000.00 | 786,735.40 |
| XS0332049815 | CA69340 | 13048 | 1,715,000.00 | 2,435,471.50 |
| XS0285922133 | CA69353 | 13048 | 3,836,000.00 | 5,447,503.60 |
| XS0375356648 | CA69345 | 13048 | 255,000.00 | 362,125.50 |
| XS0305948860 | CA69344 | 13048 | 4,825,000.00 | 6,851,982.50 |
| XS0314067140 | CA76209 | 13048 | 1,499,000.00 | 2,128,729.90 |
| XS0317240157 | CA69352 | 13048 | 2,325,000.00 | 3,301,732.50 |
| XS0339810078 | CA69343 | 13048 | 1,177,000.00 | 1,671,457.70 |
| XS0287672694 | CA69355 | 13048 | 5,467,000.00 | 7,763,686.70 |
| XS0296281735 | CA69359 | 13048 | 8,970,000.00 | 12,738,297.00 |
| XS0332050078 | CA69338 | 13048 | 1,357,000.00 | 1,927,075.70 |
| XS0377288450 | CA69360 | 13048 | 14,000.00 | 19,881.40 |
| XS0368669007 | CA69357 | 13048 | 3,543,000.00 | 5,031,414.30 |
| XS0263715467 | CA69346 | 13048 | 10,430,000.00 | 14,811,643.00 |
| XS0276441044 | CA69347 | 13048 | 11,284,000.00 | 16,024,408.40 |
| XS0327236757 | CA69350 | 13048 | 5,483,000.00 | 7,786,408.30 |
| XS0296067142 | CA69356 | 13048 | 996,000.00 | 1,414,419.60 |
| XS0365839835 | CA69349 | 13048 | 1,030,000.00 | 1,462,703.00 |
| XS0332049229 | CA69342 | 13048 | 1,597,000.00 | 2,267,899.70 |
| XS0373219582 | CA69348 | 13048 | 755,000.00 | 1,072,175.50 |
| XS0349530823 | CA69341 | 13048 | 200,000.00 | 284,020.00 |
| XS0346080590 | CA69351 | 13048 | 6,196,000.00 | 8,798,939.60 |

TOTALS

78,918,000.00 112,071,451.80

* Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

EXHIBIT 2

| ISIN | Nominal Amount (EUR) | Accrued Interest (EUR) | Total (EUR) | Nominal Amount (USD)* | Accrued Interest (USD)* | Total (USD)* |
|--------------|-------------------------|------------------------------|----------------|--------------------------|-------------------------------|-----------------|
| XS0346707903 | 641,000.00 | - | 641,000.00 | 910,284.10 | - | 910,284.10 |
| XS0295760093 | 1,587,000.00 | - | 1,587,000.00 | 2,253,698.70 | - | 2,253,698.70 |
| XS0355133454 | 3,162,000.00 | - | 3,162,000.00 | 4,490,356.20 | - | 4,490,356.20 |
| XS0379217184 | 20,000.00 | - | 20,000.00 | 28,402.00 | - | 28,402.00 |
| XS0273084656 | 554,000.00 | - | 554,000.00 | 786,735.40 | - | 786,735.40 |
| XS0332049815 | 1,715,000.00 | - | 1,715,000.00 | 2,435,471.50 | - | 2,435,471.50 |
| XS0285922133 | 3,836,000.00 | - | 3,836,000.00 | 5,447,503.60 | - | 5,447,503.60 |
| XS0375356648 | 255,000.00 | - | 255,000.00 | 362,125.50 | - | 362,125.50 |
| XS0305948860 | 4,825,000.00 | - | 4,825,000.00 | 6,851,982.50 | - | 6,851,982.50 |
| XS0314067140 | 1,499,000.00 | - | 1,499,000.00 | 2,128,729.90 | - | 2,128,729.90 |
| XS0317240157 | 2,325,000.00 | - | 2,325,000.00 | 3,301,732.50 | - | 3,301,732.50 |
| XS0339810078 | 1,177,000.00 | - | 1,177,000.00 | 1,671,457.70 | - | 1,671,457.70 |
| XS0287672694 | 5,467,000.00 | - | 5,467,000.00 | 7,763,686.70 | - | 7,763,686.70 |
| XS0296281735 | 8,970,000.00 | - | 8,970,000.00 | 12,738,297.00 | - | 12,738,297.00 |
| XS0332050078 | 1,357,000.00 | - | 1,357,000.00 | 1,927,075.70 | - | 1,927,075.70 |
| XS0377288450 | 14,000.00 | - | 14,000.00 | 19,881.40 | - | 19,881.40 |
| XS0368669007 | 3,543,000.00 | 202,457.14 | 3,745,457.14 | 5,031,414.30 | 287,509.39 | 5,318,923.69 |
| XS0263715467 | 10,430,000.00 | 763,533.15 | 11,193,533.15 | 14,811,643.00 | 1,084,293.43 | 15,895,936.43 |
| XS0276441044 | 11,284,000.00 | 519,373.15 | 11,803,373.15 | 16,024,408.40 | 737,561.81 | 16,761,970.21 |
| XS0327236757 | 5,483,000.00 | - | 5,483,000.00 | 7,786,408.30 | - | 7,786,408.30 |
| XS0296067142 | 996,000.00 | - | 996,000.00 | 1,414,419.60 | - | 1,414,419.60 |
| XS0365839835 | 1,030,000.00 | - | 1,030,000.00 | 1,462,703.00 | - | 1,462,703.00 |
| XS0332049229 | 1,597,000.00 | 33,843.27 | 1,630,843.27 | 2,267,899.70 | 48,060.83 | 2,315,960.53 |
| XS0373219582 | 755,000.00 | 15,999.79 | 770,999.79 | 1,072,175.50 | 22,721.31 | 1,094,896.81 |
| XS0349530823 | 200,000.00 | 3,463.01 | 203,463.01 | 284,020.00 | 4,917.83 | 288,937.83 |
| XS0346080590 | 6,196,000.00 | 150,062.03 | 6,346,062.03 | 8,798,939.60 | 213,103.09 | 9,012,042.69 |

| | | | | | | |
|---------------|----------------------|---------------------|----------------------|-----------------------|---------------------|-----------------------|
| TOTALS | 78,918,000.00 | 1,688,731.55 | 80,606,731.55 | 112,071,451.80 | 2,398,167.68 | 114,469,619.48 |
|---------------|----------------------|---------------------|----------------------|-----------------------|---------------------|-----------------------|

* Amounts due in EURO have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EURO = 1.4201 USD.

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NO. 504 001

EXHIBIT 3

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

06-09-05 11:31 JDM INVESTMENTS
25/05/2005 16:41 LE-MAN + 316457022633

NO. 290 004
NO. 524 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof, and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

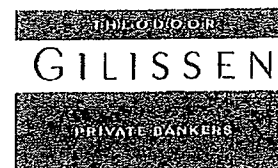
06/08/2005 16:41 LEHMAN → 916467582653

NO.504 003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

| | Name of Subsidiary | Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable? |
|-----|---|---|
| 1. | Lehman Brothers Asia Holdings Limited | No |
| 2. | Lehman Brothers Bankhaus A.G. | Yes (London branch of such subsidiary only) |
| 3. | Lehman Brothers Commercial Bank | No |
| 4. | Lehman Brothers Commercial Corporation | No |
| 5. | Lehman Brothers Commercial Corporation Asia Limited | No |
| 6. | Lehman Brothers Equity Finance (Cayman) Limited | No |
| 7. | Lehman Brothers Finance S.A. | No |
| 8. | Lehman Brothers Holdings Plc | Yes |
| 9. | Lehman Brothers International (Europe) | Yes |
| 10. | Lehman Brothers Japan Inc. | No |
| 11. | Lehman Brothers (Luxembourg) Equity Finance S.A. | No |
| 12. | Lehman Brothers (Luxembourg) S.A. | No |
| 13. | Lehman Brothers OTC Derivatives Inc. | No |
| 14. | Lehman Brothers Securities Asia Limited | No |
| 15. | Lehman Brothers Securities N.V. | No |
| 16. | Lehman Brothers Special Financing Inc. | No |
| 17. | Lehman Brothers Treasury Co. B.V. | No |
| 18. | Lehman Re Limited | No |

EXHIBIT 4



TO WHOM IT MAY CONCERN:

Kettersgracht 617
1017 DS Amsterdam
Postbus 3325
1001 AC Amsterdam
t +31 (0)20 527 60 00
f +31 (0)20 527 60 60
info@gilissen.nl
www.gilissen.nl

DECLARATION

Theodoor Gilissen Global Custody N.V. ("TGGC") is custodian and accountholder (accountnumber 51/267148/29) with KBL European Private Bankers S.A., Luxemburg ("KBL"). KBL is holder of account 13048 with Clearstream Luxemburg. At present, all securities under the Lehman Brothers Securities Program held by TGGC, for which a blocking number is applied for, are registered on their account (51/267148/29) with KBL. These securities are being held in the name of KBL with Clearstream on account 13048.

AMSTERDAM/LUXEMBOURG, 15th of October 2009,

Theodoor Gilissen Global Custody N.V.,

drs. Ir. G.C.D. Versteeg

director Theodoor Gilissen Global Custody N.V.

drs. C.A. Heijne RA CPC

director Theodoor Gilissen Global Custody N.V.

KBL European Private Bankers S.A.,

Jérôme Gendarme
Head of Custody

Philippe VAN DOOREN
HEAD OF OPERATIONS



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| Customer Reference NEX 230812 | | Origin SP8 | |
| B/R Account No. | | Flight Date 22 Oct 2009 | |
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| Delivery Address EPIQUE BANKRUPTCY SOLUTIONS ATT. LEONARD BROTHERS HOLDINGS CLAIMS PROCESSING MANHATTAN 10017 US | | City NYC 24 | |
| Postcode / Zip Code 10017 | | Country NYC | |
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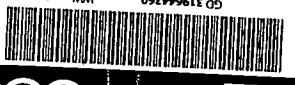
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Express
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Economy Express


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Saturday
Insurance

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| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000048734  <div style="float: right;">LY</div> | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | | | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) KAS BANK N.V. Spuistraat 172 1012 VT AMSTERDAM, The Netherlands Telephone number: +31 20 5575911 Email Address: KASBANK@lehmanclaim.nl | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____ | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. | | | |
| 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required) | | | |
| 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required) | | | |
| 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required) | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. | | <div style="border: 2px solid black; padding: 10px; margin: 0 auto; width: 150px;"> FOR COURT USE ONLY FILED / RECEIVED OCT 27 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC </div> | |
| Date. October 26 th , 2009 | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="display: flex; justify-content: space-between;"> Name: Mr N.E. Blom Mr R.J. Koolman </div> | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.
-----X

**ANNEX TO PROOF OF CLAIM OF
KAS BANK N.V.**

1. Claimant. KAS BANK N.V. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the Euroclear blocking reference number and the Euroclear account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 4 attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of

the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 3, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 82,684,969.72 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts compromising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect

to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

| ISIN | Euroclear blocking reference number | Euroclear account number Account in the name of KAS BANK Effectenbewaarbedrijf N.V., Amsterdam, The Netherlands (also trading under the name of KAS Depository Trust Company) | Nominal Amount (EUR) | Nominal Amount (USD)* |
|--------------|--|--|-------------------------|--------------------------|
| XS0263715467 | 6035720 | 90023 | 3,924,000.00 | 5,572,472.40 |
| XS0273084656 | 6033589 | 90023 | 1,133,000.00 | 1,608,973.30 |
| XS0276441044 | 6033755 | 90023 | 13,463,000.00 | 19,118,806.30 |
| XS0285922133 | 6034019 | 90023 | 759,000.00 | 1,077,855.90 |
| XS0287672694 | 6034022 | 90023 | 6,070,000.00 | 8,620,007.00 |
| XS0295760093 | 6034023 | 90023 | 811,000.00 | 1,151,701.10 |
| XS0296067142 | 6034025 | 90023 | 2,096,000.00 | 2,976,529.60 |
| XS0296281735 | 6034028 | 90023 | 4,431,000.00 | 6,292,463.10 |
| XS0305948860 | 6034029 | 90023 | 8,100,000.00 | 11,502,810.00 |
| XS0314067140 | 6034030 | 90023 | 1,808,000.00 | 2,567,540.80 |
| XS0317240157 | 6034032 | 90023 | 4,026,000.00 | 5,717,322.60 |
| XS0327236757 | 6034033 | 90023 | 2,053,000.00 | 2,915,465.30 |
| XS0332049229 | 6034042 | 90023 | 2,326,000.00 | 3,303,152.60 |
| XS0332049815 | 6034043 | 90023 | 2,180,000.00 | 3,095,818.00 |
| XS0332050078 | 6034044 | 90023 | 58,000.00 | 82,365.80 |
| XS0339810078 | 6034047 | 90023 | 321,000.00 | 455,852.10 |
| XS0346080590 | 6034048 | 90023 | 25,000.00 | 35,502.50 |
| XS0346707903 | 6034061 | 90023 | 476,000.00 | 675,967.60 |
| XS0349530823 | 6034062 | 90023 | 798,000.00 | 1,133,239.80 |
| XS0368669007 | 6034063 | 90023 | 2,255,000.00 | 3,202,325.50 |
| XS0373219582 | 6034065 | 90023 | 12,000.00 | 17,041.20 |

Total

57,125,000.00

81,123,212.50

** Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.*

EXHIBIT 2

| ISIN | Nominal Amount (EUR) | Accrued Interest (EUR) | Total (EUR) | Nominal Amount (USD)* | Accrued Interest (USD)* | Total (USD)* |
|--------------|-------------------------|------------------------------|----------------------|--------------------------|-------------------------------|----------------------|
| XS0263715467 | 3,924,000.00 | 287,258.30 | 4,211,258.30 | 5,572,472.40 | 407,935.51 | 5,980,407.91 |
| XS0273084656 | 1,133,000.00 | - | 1,133,000.00 | 1,608,973.30 | - | 1,608,973.30 |
| XS0276441044 | 13,463,000.00 | 619,666.85 | 14,082,666.85 | 19,118,806.30 | 879,988.89 | 19,998,795.19 |
| XS0285922133 | 759,000.00 | - | 759,000.00 | 1,077,855.90 | - | 1,077,855.90 |
| XS0287672694 | 6,070,000.00 | - | 6,070,000.00 | 8,620,007.00 | - | 8,620,007.00 |
| XS0295760093 | 811,000.00 | - | 811,000.00 | 1,151,701.10 | - | 1,151,701.10 |
| XS0296067142 | 2,096,000.00 | - | 2,096,000.00 | 2,976,529.60 | - | 2,976,529.60 |
| XS0296281735 | 4,431,000.00 | - | 4,431,000.00 | 6,292,463.10 | - | 6,292,463.10 |
| XS0305948860 | 8,100,000.00 | - | 8,100,000.00 | 11,502,810.00 | - | 11,502,810.00 |
| XS0314067140 | 1,808,000.00 | - | 1,808,000.00 | 2,567,540.80 | - | 2,567,540.80 |
| XS0317240157 | 4,026,000.00 | - | 4,026,000.00 | 5,717,322.60 | - | 5,717,322.60 |
| XS0327236757 | 2,053,000.00 | - | 2,053,000.00 | 2,915,465.30 | - | 2,915,465.30 |
| XS0332049229 | 2,326,000.00 | 49,292.08 | 2,375,292.08 | 3,303,152.60 | 69,999.69 | 3,373,152.29 |
| XS0332049815 | 2,180,000.00 | - | 2,180,000.00 | 3,095,818.00 | - | 3,095,818.00 |
| XS0332050078 | 58,000.00 | - | 58,000.00 | 82,365.80 | - | 82,365.80 |
| XS0339810078 | 321,000.00 | - | 321,000.00 | 455,852.10 | - | 455,852.10 |
| XS0346080590 | 25,000.00 | 605.48 | 25,605.48 | 35,502.50 | 859.84 | 36,362.34 |
| XS0346707903 | 476,000.00 | - | 476,000.00 | 675,967.60 | - | 675,967.60 |
| XS0349530823 | 798,000.00 | 13,817.42 | 811,817.42 | 1,133,239.80 | 19,622.12 | 1,152,861.92 |
| XS0368669007 | 2,255,000.00 | 128,857.14 | 2,383,857.14 | 3,202,325.50 | 182,990.03 | 3,385,315.53 |
| XS0373219582 | 12,000.00 | 254.30 | 12,254.30 | 17,041.20 | 361.13 | 17,402.33 |
| Total | 57,125,000.00 | 1,099,751.58 | 58,224,751.58 | 81,123,212.50 | 1,561,757.22 | 82,684,969.72 |

* Amounts due in EUR have been converted to US Dollars using the EUR-USD X-RATE published by Bloomberg for September 15, 2008: 1 EUR = 1.4201 USD.

EXHIBIT 3

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

06-09-05 29:11 LE-MAN + 31645752653
26/08/2005 16:41 LE-MAN + 31645752653

NO. 290 004
NO. 524 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

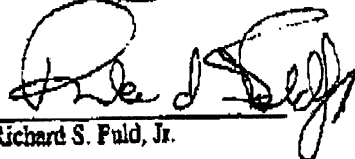
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

| | Name of Subsidiary | Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable? |
|-----|---|--|
| 1. | Lehman Brothers Asia Holdings Limited | No |
| 2. | Lehman Brothers Bankhaus A.G. | Yes (London branch of such subsidiary only) |
| 3. | Lehman Brothers Commercial Bank | No |
| 4. | Lehman Brothers Commercial Corporation | No |
| 5. | Lehman Brothers Commercial Corporation Asia Limited | No |
| 6. | Lehman Brothers Equity Finance (Cayman) Limited | No |
| 7. | Lehman Brothers Finance S.A. | No |
| 8. | Lehman Brothers Holdings Plc | Yes |
| 9. | Lehman Brothers International (Europe) | Yes |
| 10. | Lehman Brothers Japan Inc. | No |
| 11. | Lehman Brothers (Luxembourg) Equity Finance S.A. | No |
| 12. | Lehman Brothers (Luxembourg) S.A. | No |
| 13. | Lehman Brothers OTC Derivatives Inc. | No |
| 14. | Lehman Brothers Securities Asia Limited | No |
| 15. | Lehman Brothers Securities N.V. | No |
| 16. | Lehman Brothers Special Financing Inc. | No |
| 17. | Lehman Brothers Treasury Co. B.V. | No |
| 18. | Lehman Re Limited | No |

EXHIBIT 4

To whom it may concern:


DECLARATION

KAS BANK Effectenbewaarbedrijf N.V. (also trading under the name KAS Depository Trust Company and hereinafter referred to as **KDTC**) is custodian and holder of account 90023 with Euroclear. KAS BANK N.V. (the **Claimant**) owns 100% of the shares in KDTC.

The Claimant is authorised to act on behalf of KDTC pursuant to the Rules Concerning Custody of Securities held by KDTC (the **KDTC Rules**).

The Claimant uses the services of KDTC for the custody of certain types of securities, in fulfilment of the obligation imposed on the Claimant by Netherlands law and regulations to protect the proprietary interests of its clients in respect of securities placed in custody with it. Since the Anglo-American legal concept of ownership of property by way of trust (or any other similar equitable interest) is not known under Netherlands law, the general position is that securities held by the Claimant for its clients but in its name will form a part of the assets of the Claimant and will therefore fall into its bankruptcy estate unless specific measures to protect the proprietary interests of its clients are taken. This is why such securities are held by KDTC. KDTC's sole object is the custody of securities on behalf of the Claimant's clients and it is prohibited by its Articles of Association from incurring any commercial risk in the conduct of its business. Custody of securities that are held by KDTC for the client's protection is subject to the KDTC Rules. According to Clause 2 of the KDTC Rules the Claimant shall act with respect to the securities held by KDTC on behalf of the clients in accordance with the instructions given by those clients. Under the KDTC Rules, the client has a *direct claim* on KDTC in respect of the securities held by KDTC on the client's behalf. Since this direct claim would not be affected by bankruptcy of the Claimant under Dutch bankruptcy law, the client's position with regard to securities held by KDTC is safeguarded.

Amsterdam, 26 October 2009


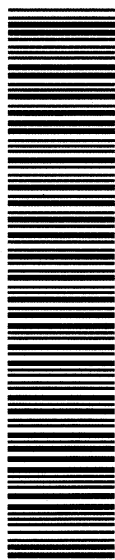

Name: drs. N.E. Blom

KAS BANK N.V.


Name: R.J. Kooijman RA

KAS BANK N.V.

| | | |
|---|---------------------------|---|
| 1. Sender's Account Number | | 000062508 |
| 2. Invoice to Receiver | | SENDER LIABLE FOR UNPAID CHARGES |
| <input type="checkbox"/> | Receiver's account number | |
| 3. Customer Reference | | |
| | | |
| Name: WIJS ? VAN OOSTVEEN Address: HERENGRACHT 493 City: AMSTERDAM Postal / Zip Code: 1017 BT Province/Region: Country: NL Contact Name: MAARTEN DU MEE Tel. No. (mandatory): 020 6388226 | | |
| Name: EPIQUE BANKRUPTCY SOLUTIONS Address: ATT. LEHMAN BROTHERS HOLDINGS CLAIMS PROCESSING 757 3RD AV. 3RD FLOOR City: MANHATTAN Postal / Zip Code: 10017 Province/Region: NY Country: US Contact Name: 00 Tel. No. (mandatory): 0 0 | | |
| Name: Address: <div style="text-align: center; font-size: 2em; font-weight: bold;">OCT 27 2009</div> City: Postal / Zip Code: Province/Region: Country: Contact Name: Tel. No. (mandatory): | | |
| Does this consignment contain any dangerous goods? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| CARRIAGE OF THIS CONSIGNMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE (ALWAYS THE LATEST VERSION, SEE WWW.TNTEXPRESS.NL) WHICH LIMITS TNT'S LIABILITY IN ACCORDANCE WITH THE WARSAW CONVENTION AND THE CMR. Signature Sender: Received by TNT: Date: (Day/Month/Year) Date: Time: | | |

| Sending Depot | | Receiving Depot | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------|--|-------|---------------------|--------------------|------------|--|------------|--|--|-------|-------|--------|-------|--------|------|---|--|--|----|----|---|--|--|--|--|--|--|--|-------------|--|--|--|--|--|--|
| SP8 | | NYC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  GD 319826544 WW Please quote this number if you have an enquiry. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Special Express 9:00 Express <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 10:00 Express <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 12:00 Express <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Express <input checked="" type="checkbox"/> | | Priority <input type="checkbox"/> Saturday Delivery <input type="checkbox"/> Insurance <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12:00 Economy Express Economy Express <input type="checkbox"/> | | International Documents <input type="checkbox"/> Non-Documents <input type="checkbox"/> Domestic <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Please contact Customer Service at 0800-1234 to arrange shipment. For service details, please see brochure. If no service is selected, the express service will be provided and invoiced. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th rowspan="2">General Description</th> <th rowspan="2">Number of Packages</th> <th colspan="2">Weight</th> <th colspan="3">Dimensions</th> </tr> <tr> <th>Kilos</th> <th>Grams</th> <th>Length</th> <th>Width</th> <th>Height</th> </tr> </thead> <tbody> <tr> <td>DOCS</td> <td>1</td> <td></td> <td></td> <td>20</td> <td>10</td> <td>1</td> </tr> <tr> <td colspan="7"> Sat No. Total 1 0 100 Volume: Volume: Weights: </td> </tr> <tr> <td colspan="7"> OPS verify: </td> </tr> </tbody> </table> | | | | General Description | Number of Packages | Weight | | Dimensions | | | Kilos | Grams | Length | Width | Height | DOCS | 1 | | | 20 | 10 | 1 | Sat No. Total 1 0 100 Volume: Volume: Weights: | | | | | | | OPS verify: | | | | | | |
| General Description | Number of Packages | Weight | | | | Dimensions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Kilos | Grams | Length | Width | Height | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DOCS | 1 | | | 20 | 10 | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sat No. Total 1 0 100 Volume: Volume: Weights: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| OPS verify: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Receiver's VAT / IVA / BIVV / MWST No. RECEIVERS COPY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000048817



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

ZNV NV
VLUCHTENBURGSTRAT 7
B - 2630 AARTSELAAR

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: 003238704400 Email Address: marc.staams@Znv.be

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ 1,424,400.00 (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): XS0348560524 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

CA 65733 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

16624 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:

16/10/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

[Signature]

FOR COURT USE ONLY

FILED / RECEIVED

OCT 27 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**KBC Bank
Head Office**



Clientsupport / Custody

VBN - Havenlaan 2 - 1080 Brussels

AFFIDAVIT OF OWNERSHIP LEHMAN BROTHERS

September 11th 2009

KBC BANK NV, Havenlaan 2, 1080 BRUSSELS, declares that our client

ZNU
VLUCHTENBURGSTRAAT 7
B 2630 AARTSELAAR

had a position of 1,000,000 EUR with isin-code XS0348560524

on his accountnumber 727-9197736-61 on 11 September 2009.

A handwritten signature in black ink, appearing to be "B. Bal", with a horizontal line drawn underneath.

Bart Bal
VBN / Clientsupport

A handwritten signature in black ink, appearing to be "P. Hendrix", with a horizontal line drawn underneath.

Paul Hendrix
Head of VBN / Clientsupport

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076
USA

ZNU

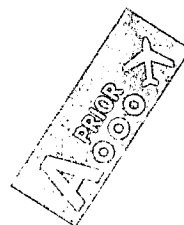
Zuidnederlandse Uitgeverij N.V.
Vluchtenburgstraat 7, B-2630 Aartselaar (Belgium)

DELTA
CHANTECLER

2630
22.10.09-10

AARTSELAAR
AARTSELAAR

BELGIQUE
€ 8,95
PRIOR INTL



RECEIVED
OCT 27 2009

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United States Bankruptcy Court / Southern District Of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM

In Re: Chapter 11
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)
Debtors. (Jointly Administered)

OCT 29 2009

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on
<http://www.lehman-docket.com> as of July 17, 2009

THIS SPACE IS FOR COURT USE ONLY
EPIQ BANKRUPTCY SOLUTIONS, LLC

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Eurosai Finanziaria di Partecipazioni S.r.l.

c/o Morrison & Foerster LLP
1290 Avenue of the Americas
New York, New York 10104
Attn: John A. Pintarelli, Esq.

Telephone number: 212-468-8000

Email Address: jpintarelli@mofo.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____

Filed on: _____

Name and address where payment should be sent (if different from above)

Telephone number:

Email Address:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: **Not less than \$9,380,806.23 (See Appendix)**

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): **(See Appendix)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e., the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Appendix

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See Appendix

(Required)

5. Consent to Euroclear Bank, CL and are deemed to have authorized, and holdings of Lehman Programs:

Date:

19/10/09

Signature:
of the credit
number if di

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000055727



m, you consent to,
disclose your identity
ms and distributions,
me and title, if any,
dress and telephone
er of attorney, if any

FOR COURT USE ONLY

EUROSAL - Finanziaria di Partecipazioni S.r.l.
Il Presidente
(Dr. Emanuele ERBETTA)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing

c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Claims to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

| | | |
|-------------------------------|---|-------------------------|
| ----- | X | |
| In re: | : | |
| | : | Chapter 11 |
| Lehman Brothers Holdings Inc. | : | |
| | : | Case No. 08-13555 (JMP) |
| | : | |
| Debtor. | : | |
| ----- | X | |

**APPENDIX TO PROOF OF CLAIM
OF EUROSAI FINANZIARIA DI PARTECIPAZIONI S.R.L.**

A. Amount of Proof of Claim.

1. As of September 15, 2008 (the "Petition Date"), the above-captioned debtor, Lehman Brothers Holdings Inc. (the "Debtor"), was indebted and liable to Eurosai Finanziaria di Partecipazioni S.r.l. ("Eurosai") in the amount of €6,586,257.27 (\$9,380,806.23) (the "Claim Amount") for the reasons set forth herein below. Details of the individual securities can be found on Schedule A attached to this Appendix.

2. In addition to the Claim Amount, Eurosai may have claims against the Debtor for, among other things, certain costs and expenses incurred by Eurosai both prior to and since the Petition Date, including professional fees and disbursements. In addition, Eurosai reserves the right to claim pre-petition and post-petition interest with respect to all of the Claim Amount to the maximum extent permitted by law. The total amount of such fees, charges, costs, expenses, interest, and/or attorneys' fees cannot, at this time, be calculated or estimated with certainty. However, Eurosai does not waive its rights to any and all such interest, fees, charges, costs, expenses, and/or attorneys' fees by not stating a specific amount therefore at this time.

B. Reservation of Rights.

3. In addition to damages resulting from the Debtor's default, Eurosai may have claims against the Debtor for the costs and expenses (including, without limitation, professional fees and expenses) resulting from the Debtor's actions.

4. Eurosai expressly reserves any and all defenses, counterclaims or objections, including without limitation, the right of setoff, recoupment or similar right, remedy or defense against any claims asserted by the Debtor, if any, including without limitation, any claims asserted against Eurosai.

C. Administrative Claim Status.

5. This Proof of Claim is without prejudice to Eurosai's right to assert (a) that some or all of the amounts set forth herein are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of Chapter 11, Title 11, United States Code (the "Bankruptcy Code"); or (b) that Eurosai holds other claims, rights and remedies against the Debtor that are entitled to be treated as administrative claims against the Debtor pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code.

D. Amendment of Claim Amount.

6. The Claim Amount is subject to adjustment and amendment for a variety of reasons, including, without limitation, as a result of future events, the discovery and analysis of additional information, the correction of any errors, the resolution of disputes, and the assertion of any rights of setoff and/or recoupment. In that regard, Eurosai reserves the right to amend or supplement this Proof of Claim accordingly or to set forth the Claim Amount with more

particularity (including, but not limited to, in a liquidated amount) as Eurosai obtains more information.

E. Other.

7. No judgment has been rendered on Eurosai's claims herein.

8. The execution and filing of this Proof of Claim is not: (i) a waiver or release of Eurosai's rights against any other entity or person that may be liable for all or any part of the claims asserted herein; (ii) a consent by Eurosai to the jurisdiction of this Court with respect to any proceeding commenced in these cases against or otherwise involving the Debtor and/or Eurosai; (iii) a waiver of the right to withdraw the reference with respect to the subject matter of these claims, any objection or other proceeding commenced with respect thereto or any other proceedings commenced in these cases or otherwise involving the Debtor and/or Eurosai; (iv) an election of remedies that waives or otherwise affects any other remedy; or (v) a waiver of any of Eurosai's rights to have the Claim Amount and any defenses, counterclaims or objections thereto determined before a jury, by arbitration, or before any other judicial or administrative body having jurisdiction, and to the extent necessary to preserve such rights, makes demand therefore.

9. All notices governing this Proof of Claim should be sent to the addresses set forth on the Proof of Claim form to which this Appendix is annexed.

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Dated: October 19, 2009
Milan, Italy

Eurosai Euro Sai Finanziaria di
Partecipazioni S.r.l..

By:  Eurosai Finanziaria di Partecipazioni S.r.l.
Vice Presidente
(dr. Emanuele ERBETTA)

Schedule A

Information Regarding Lehman Programs Securities

| Issuer | Guarantor (if applicable) | ISIN | Principal | Accrued and Unpaid Interest as of Petition Date | Total Claim Amount | Custodian/ Sub-Custodian/ Clearstream Account Number | Blocking Number |
|--------------------------------------|--------------------------------------|--------------|------------------|--|-------------------------------|---|----------------------------|
| Lehman Brothers Treasury Co. B.V. | Lehman Brothers Holdings, Inc. | XS0200284247 | \$2,136,450.00 | \$65,162.58 | \$2,201,612.58 ¹ | Banca Intesa SanPaolo a/c 11037 | CA06062 |
| Lehman Brothers Holdings, Inc. | | XS0224346592 | \$7,121,500.00 | \$57,693.65 | \$7,179,193.65 ¹ | Banca Intesa SanPaolo a/c 11037 | CA06063 |

¹ These securities were originally owned by Banca Sai. On March 3, 2009, Banca Sai partially demerged and the entire amount of securities listed herein, previously owned by Banca Sai were transferred to Eurosai, rendering Eurosai the beneficial owner of the securities and the successor party-in-interest to any claims against LBHI and its affiliates as a result of such ownership.

MORRISON | FOERSTER

1290 AVENUE OF THE AMERICAS
NEW YORK, NY 10104-0050
TELEPHONE: 212.468.8000
FACSIMILE: 212.468.7900
WWW.MOFO.COM

MORRISON & FOERSTER LLP
NEW YORK, SAN FRANCISCO,
LOS ANGELES, PALO ALTO,
SAN DIEGO, WASHINGTON, D.C.
NORTHERN VIRGINIA, DENVER,
SACRAMENTO, WALNUT CREEK
TOKYO, LONDON, BEIJING,
SHANGHAI, HONG KONG,
SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact
212.468.8045
Telefacsimile: 212.209.1835
LMarinuzzi@mofo.com

BY HAND DELIVERY

Lehman Brothers Holdings Inc. Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
757 3rd Avenue
3rd Floor
New York, NY 10017
Attn: Bridget Gallerie

Re: Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Fondiaria-Sai S.p.A., enclosed are claim forms regarding Lehman Brothers Holdings Inc., filed on behalf of the following companies:

Banca Sai S.p.A.
BIM Vita S.p.A.
Eurosai Finanziaria Partecipazioni S.r.l.
Fondiaria-Sai S.p.A.
Milano Assicurazioni S.p.A.
Popolare Vita S.p.A.
Systema Vita Compagnia di Assicurazioni S.p.A.

Also enclosed are withdrawals of claims for each of the above named companies, except Banca Sai S.p.A.

Please date-stamp the enclosed copies of the claim forms and withdrawals and return them to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely,



Lorenzo Marinuzzi

Enclosures

MORRISON | FOERSTER

1290 AVENUE OF THE AMERICAS
NEW YORK, NY 10104-0050
TELEPHONE: 212.468.8000
FACSIMILE: 212.468.7900
WWW.MOFO.COM

MORRISON & FOERSTER LLP
NEW YORK, SAN FRANCISCO,
LOS ANGELES, PALO ALTO,
SAN DIEGO, WASHINGTON, D.C.
NORTHERN VIRGINIA, DENVER,
SACRAMENTO, WALNUT CREEK
TOKYO, LONDON, BEIJING,
SHANGHAI, HONG KONG,
SINGAPORE, BRUSSELS

October 29, 2009

Writer's Direct Contact
212.468.8045
Telefacsimile: 212.209.1835
LMarinuzzi@mofo.com

BY HAND DELIVERY

Lehman Brothers Holdings Inc. Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
757 3rd Avenue
3rd Floor
New York, NY 10017
Attn: Bridget Gallerie

Re: Lehman Brothers Holdings Inc. Claim Forms

Dear Bridget:

On behalf of Lehman Brothers Japan Inc., enclosed are claim forms regarding Lehman Brothers Holdings Inc.

Please date-stamp the enclosed copy of the claim form and return it to me via the self-addressed stamped envelope, also enclosed.

If you have any questions, please don't hesitate to contact me. Thank you.

Sincerely,



Lorenzo Marinuzzi

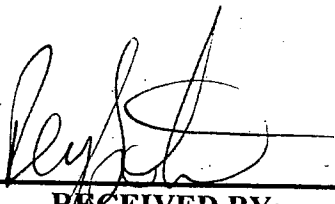
Enclosures

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RECEIVED

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DATE

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TIME

| United States Bankruptcy Court/Southern District of New York | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
|--|--|--|--|
| Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055817 | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) |  | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | | THIS SPACE IS FOR COURT USE ONLY | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Credit Suisse (Monaco) SAM See Attached Rider Telephone number: _____ Email Address: _____ | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____ | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ See Attached Rider _____ (Required) | | | |
| <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. | | | |
| 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See Attached Rider _____ (Required) | | | |
| 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See Attached Rider _____ (Required) | | | |
| 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See Attached Rider _____ (Required) | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. | | <div>FOR COURT USE ONLY</div> <div>FILED / RECEIVED</div> <div>OCT 29 2009</div> <div>EPIQ BANKRUPTCY SOLUTIONS, LLC</div> | |
| Date: 10/07/09 | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. E. CURE Head of legal B. ACHARY Head of Operations | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |

**RIDER TO PROOF OF CLAIM FILED ON BEHALF OF
Credit Suisse (Monaco) S.A.M. against LBHI (Lehman Programs Securities)**

1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Credit Suisse (Monaco) S.A.M. ("CS") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.

2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CS has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CS reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.

3. CS reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.

4. CS reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.

5. CS reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CS.

6. CS reserves all rights it has or may have in the future against LBHI. This proof of claim is not intended as (a) a waiver or release of any rights of CS against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CS to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CS to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

7. No judgment has been rendered on the claims set forth in this proof of claim.

8. No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Credit Suisse (Monaco) S.A.M.
1 Madison Avenue
New York, NY 10010
Attn: Allen Gage
Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Richard Levin
Ph: (212) 474-1135

SCHEDULE I

CS Entity: Credit Suisse (Monaco) S.A.M.

| ISIN | Denominational Currency | (Sub-)Custodian | Total Holdings at each (Sub-)Custodian | | Euroclear Bank S.A. Account No. 94285 | | |
|--------------|----------------------------|-----------------|---|-------|--|-------|-------------|
| | | | Nominal | Units | Nominal | Units | Blocking No |
| XS0335964648 | EUR | CS Zurich | 10,000 | - | 10,000 | - | 9454832 |
| XS0325369725 | USD | CS Zurich | 300,000 | - | 300,000 | - | 9454833 |
| XS0186883798 | USD | CS Zurich | 712,000 | - | 712,000 | - | 9454834 |
| XS0204933997 | USD | CS Zurich | 1,010,000 | - | 1,010,000 | - | 9454835 |
| XS0266486025 | USD | CS Zurich | 1,000,000 | - | 1,000,000 | - | 9454836 |
| XS0303746571 | EUR | CS Zurich | 310,000 | - | 310,000 | - | 9454837 |
| XS0347732892 | USD | CS Zurich | 50,000 | - | 50,000 | - | 9454838 |
| XS0213899510 | EUR | CS Zurich | 1,312,000 | - | 1,312,000 | - | 9454839 |
| XS0186243118 | CHF | CS Zurich | 50,000 | - | 50,000 | - | 9454840 |
| XS0082350587 | ITL | CS Zurich | 615,000,000 | - | 615,000,000 | - | 9454841 |
| XS0210433206 | EUR | CS Zurich | 130,000 | - | 130,000 | - | 9454842 |
| XS0210414750 | GBP | CS Zurich | 50,000 | - | 50,000 | - | 9454843 |
| XS0224346592 | EUR | CS Zurich | 60,000 | - | 60,000 | - | 9454844 |
| XS0229269856 | EUR | CS Zurich | 234,000 | - | 234,000 | - | 9454845 |
| XS0252834576 | EUR | CS Zurich | 500,000 | - | 500,000 | - | 9454846 |
| XS0256368308 | USD | CS Zurich | 100,000 | - | 100,000 | - | 9454847 |
| XS0326978102 | USD | CS Zurich | 1,990,000 | - | 1,990,000 | - | 9454848 |
| ANN521338783 | USD | CS Zurich | - | 8 | - | 8 | 9454849 |
| XS0292459327 | USD | CS Zurich | 300,000 | - | 300,000 | - | 9454850 |
| XS0302356737 | EUR | CS Zurich | - | 300 | - | 300 | 9454851 |
| XS0308389807 | USD | CS Zurich | 920,000 | - | 920,000 | - | 9454852 |
| XS0339537390 | EUR | CS Zurich | 150,000 | - | 150,000 | - | 9454853 |
| XS0327236914 | EUR | CS Zurich | 804,000 | - | 804,000 | - | 9454854 |
| XS0343681473 | EUR | CS Zurich | 2,000,000 | - | 2,000,000 | - | 9454855 |
| XS0337337710 | CHF | CS Zurich | 30,000 | - | 30,000 | - | 9454856 |
| DE000A0TQG23 | EUR | CS Zurich | 80,000 | - | 80,000 | - | 9454857 |

CS Entity: Credit Suisse (Monaco) S.A.M.

| ISIN | Denominational Currency | (Sub-)Custodian | Total Holdings at each (Sub-)Custodian | | Euroclear Bank S.A. Account No. 94285 | | |
|--------------|----------------------------|-----------------|---|-------|--|-------|-------------|
| | | | Nominal | Units | Nominal | Units | Blocking No |
| XS0362500893 | USD | CS Zurich | 2,000,000 | - | 2,000,000 | - | 9454858 |
| XS0310847503 | USD | CS Zurich | 3,000,000 | - | 3,000,000 | - | 9454859 |
| XS0317359478 | USD | CS Zurich | 3,000,000 | - | 3,000,000 | - | 9454860 |
| XS0383013066 | USD | CS Zurich | 2,030,000 | - | 2,030,000 | - | 9454861 |
| XS0360038714 | USD | CS Zurich | 2,000,000 | - | 2,000,000 | - | 9454862 |
| XS0310125546 | EUR | CS Zurich | 300,000 | - | 300,000 | - | 9454863 |


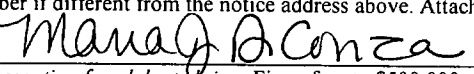
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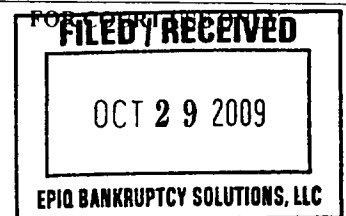
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10/29/09
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|---|--|---|--|
| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055837 | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | |  | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) EFG Bank AG Bahnhofstrasse 16 P.O. Box 2255 8022 Zurich Switzerland Attn: Isabel Faragalli | | with a copy to: Greenberg Traurig LLP 200 Park Avenue New York, NY 10166 Attn: Maria DiConza Telephone number: (212) 801-1278 Email: diconzam@gtlaw.com | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ |
| Name and address where payment should be sent (if different from above) (Same as above) | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| Telephone number: +41 44 226 1241 Email Address: isabel.faragalli@efggroup.com | | | |
| <p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>See Exhibit A to Attachment to Proof of Claim</u> (Required) <input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>See Exhibit A to Attachment to Proof of Claim</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See Exhibit A to Attachment to Proof of Claim</u> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Clearstream # 32441</u> (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p> | | | |
| Date: 10/28/09 | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Maria J. DiConza | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076**

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



EFG Bank
Bahnhofstrasse 16 / P.O. Box 2255
8022 Zurich / Switzerland
Telephone +41 44 226 17 17
Facsimile +41 44 226 17 26
www.efgbank.com

POWER OF ATTORNEY

In connection with the filing of claims against Lehman Brothers Holdings Inc. in accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form entered by the United States Bankruptcy Court for the Southern District of New York (the "**Lehman Bar Date Order**"), EFG Bank AG, Zurich (the "**Company**") hereby appoints Maria DiConza from Greenberg Traurig, LLP (the "**Attorney**"; which expression shall include any substitute attorney appointed hereunder) to act as our true and lawful attorney-in-fact with power to:

- (i) Sign and submit the claims filed pursuant to the Lehman Bar Date Order registered in the name of EFG Bank AG and EFG Bank, Hong Kong Branch; and
- (ii) to do all other acts and things and sign all other documents which may be required or which the Attorney reasonably considers necessary or desirable in connection with the Lehman Bar Date Order.

The Attorney may at any time appoint one or more persons to act as a substitute attorney for the Company in his place with power to exercise all or any of the powers conferred on the Attorney by this Power of Attorney other than the power to appoint a substitute attorney. Any such appointment of a substitute attorney may be revoked by the Attorney at any time.

The authority conferred on the Attorney by this Power of Attorney shall terminate on 3 November 2009.

This Power of Attorney is governed by, and shall be construed in accordance with the laws of Switzerland under the exclusion of conflict-of-laws rules.

27 October 2009

EFG Bank AG

A handwritten signature in black ink, appearing to read "Fred Link", written over a dotted line.

Name: Fred Link

Title: General Counsel

A handwritten signature in black ink, appearing to read "Isabel Faragalli", written over a dotted line.

Name: Isabel Faragalli

Title: First Vice President

**ATTACHMENT TO PROOF OF CLAIM OF EFG BANK AG
IN THE CHAPTER 11 CASES OF LEHMAN BROTHERS HOLDINGS, INC.**

A. Introduction

1. On September 15, 2008 (the “**Petition Date**”), Lehman Brothers Holdings Inc. (“**LBHI**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). Subsequently, eighteen (18) additional affiliates of LBHI (together with LBHI, the “**Debtors**”) filed voluntary petitions for relief in the Bankruptcy Court. These cases are being jointly administered for procedural purposes before Judge James M. Peck as Case No. 08-13555.

2. On July 2, 2009, the Bankruptcy Court entered an Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form (the “**Bar Date Order**”) (Docket No. 4271). The Bar Date Order, among other things, established November 2, 2009, at 5:00 p.m. (prevailing Eastern Time) (the “**Securities Program Bar Date**”) as the last date and time for each person or entity to file a proof of claim based on securities issued by the Debtors or one of the Debtors’ affiliates outside of the United States, which is identified on <http://www.lehman-docket.com> under the heading “Lehman Program Securities” (each, a “**Lehman Program Security**” and collectively, the “**Lehman Program Securities**”). In accordance with the requirements relating to Lehman Program Securities under the Bar Date Order, EFG Bank AG (the “**Claimant**”) hereby files this Lehman Program Security Proof of Claim.

B. Claim Arising Under Lehman Program Securities

3. The Claimant is the holder or authorized representative of the holder of Lehman Program Securities. The International Securities Identification Number (“ISIN”) identifying each Lehman Program Security, along with the respective Euroclear electronic instruction reference number or Clearstream blocking reference number or other depository blocking reference number is detailed on the spreadsheet attached hereto as **Exhibit A**.

4. The Claimant asserts a claim (the “**Claim**”) for each Lehman Program Security in the aggregate liquidated amount as set forth on **Exhibit A** as of the Petition Date, plus any and all other interest, costs, fees, expenses, or additional amounts due and owing under the documents associated with each Lehman Program Security, including the terms and conditions and pricing supplements for each issuance, and under applicable law. Exhibit A sets forth the aggregate amount of the claim for each Lehman Program Security in US Dollars as of September 15, 2009, as required by the Bar Date Order. Claimant reserves the right to assert that a different currency or exchange rate is applicable to the claim.

C. Guaranty Claim

5. To the extent that a Lehman Program Security has been issued by an affiliate of the Debtors outside the United States with a related guaranty issued by LBHI, the Claimant has and asserts a claim against LBHI based on amounts owed pursuant to the promise, representation or agreement to answer for the payment of some debt or the performance of some duty in case of the failure of another person or entity who is liable in the first instance (the “**Guaranty**”).

6. In reliance on pg. 14, subparagraph (h) of the Bar Date Order, the Claimant does not intend to complete a Guarantee Questionnaire (as that term is defined in the Bar Date Order) on account of its Guaranty Claim.

D. Reservation of Rights

7. The Claimant reserves the right to file a proof of claim or other evidence of its indebtedness in any pending or future proceeding in another jurisdiction arising out of either the Lehman Program Security or the Guaranty. The Claimant's filing of this Proof of Claim is without prejudice to its right to assert substantially similar claims in the insolvency proceedings relating to any of the Debtors' affiliates in other jurisdictions.

8. To the extent that the Debtors assert claims against the Claimant of any kind, the Claimant reserves the right to assert that such claims by the Debtors are subject to rights of setoff or recoupment, which rights may be treated as secured claims under the Bankruptcy Code. To the extent that the Debtors or any other party take any action that would give rise to a counterclaim, cross claim or other claims against the Debtors, the Claimant reserves all rights to assert such claim.

9. The Claimant reserves the right to (i) amend, clarify, modify, update or supplement this Proof of Claim at any time and in any respect, including without limitation to assert additional claims and requests for payment or additional grounds for its claims, or to specify the amount of the Claimant's contingent, unmatured or unliquidated claims as they become non-contingent, matured or liquidated; (ii) file additional proofs of claim at any time and in any respect; or (iii) file a request for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503(b) and 507(a). By virtue of the filing of this Proof of Claim, the Claimant does not waive, and hereby expressly reserves, its right to pursue claims and requests for payment, including but not limited to, the claims and requests for payment described herein against the Debtors based upon alternative legal theories.

10. By filing this Proof of Claim, the Claimant does not waive, and specifically preserves, its procedural and substantive defenses to any claim that may be asserted against it by the Debtors, by any trustee of their estates, by any official committee appointed in these chapter 11 cases, or any other party.

11. The Claimant also reserves all rights accruing to it against the Debtors, and the filing of this Proof of Claim is not intended to be and shall not be construed as (a) an election of remedies or (b) a waiver or limitation of any rights of the Claimant. The Claimant reserves the right to withdraw this Proof of Claim with respect to any claims for any reason whatsoever.

12. This Proof of Claim shall not be deemed to be a waiver of the Claimant's right (i) to have final orders in non-core matters entered only after *de novo* review by a District Court Judge, (ii) to trial by jury in any proceeding so triable in these cases or any case, controversy, or proceeding related to these cases, (iii) to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or (iv) to any other rights, claims, actions, set-offs, or recoupments to which the Claimant is or may be entitled, in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments the Claimant expressly reserves.

13. By the filing of this Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to this Proof of Claim.

D. Notices

14. All notices regarding this Proof of Claim should be sent to:

EFG Bank AG
Bahnhofstrasse 16
P.O. Box 2255
8022 Zurich
Switzerland
Attn: Isabel Faragalli

with a copy to:

Greenberg Traurig LLP
200 Park Avenue
New York, NY 10166
Attn: Maria DiConza

15. Pursuant to pg. 14, subparagraph (i) of the Bar Date Order, the Claimant does not attach to this Proof of Claim or otherwise submit any documentation supporting the claim under the Lehman Program Security.

NY239,760,703v3

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

| Currency (CCY) | ISIN CODE | Clearstream Blocking Number (#) | Principal to Claim in Local Currency | Accrued Interest to Claim in Local Currency | Principal to Claim in USD (as at 09/15/2008) | Accrued Interest to Claim in USD (as at 09/15/2008) | Total Claim in USD (as at 09/15/2008) |
|----------------|--------------|------------------------------------|---|--|---|--|--|
| EUR | ANN5214A7313 | CA58234 | 13'373 | N/A | 19'047 | N/A | 19'047 |
| EUR | CH0027120770 | CA58236 | 120 | N/A | 171 | N/A | 171 |
| EUR | XS0176153350 | CA58237 | 150'000 | 2'790 | 213'645 | 3'974 | 217'619 |
| EUR | XS0185349916 | CA58238 | 2'035'000 | N/A | 2'898'451 | N/A | 2'898'451 |
| USD | XS0186883798 | CA58239 | 307'287 | N/A | 307'287 | N/A | 307'287 |
| EUR | XS0189741001 | CA58287 | 541'000 | 5'592 | 770'546 | 7'965 | 778'511 |
| EUR | XS0193035358 | CA58291 | 14'000 | 49 | 19'940 | 69 | 20'009 |
| USD | XS0204933997 | CA74140 | 75'000 | 1'369 | 75'000 | 1'369 | 76'369 |
| EUR | XS0205185456 | CA58293 | 50'000 | 261 | 71'215 | 372 | 71'587 |
| USD | XS0207884379 | CA36175 | 50'000 | N/A | 50'000 | N/A | 50'000 |
| EUR | XS0208459023 | CA58294 | 30'000 | 425 | 42'729 | 605 | 43'334 |
| EUR | XS0210782552 | CA67433 | 12'000 | 264 | 17'092 | 376 | 17'468 |
| EUR | XS0213629487 | CA67434 | 60'000 | N/A | 85'458 | N/A | 85'458 |
| USD | XS0216140094 | CA67435 | 120'000 | 677 | 120'000 | 677 | 120'677 |
| EUR | XS0218304458 | CA67436 | 125'000 | 2'965 | 178'038 | 4'223 | 182'261 |
| EUR | XS0229584296 | CA67444 | 320'000 | 22'362 | 455'776 | 31'851 | 487'627 |
| EUR | XS0252835110 | CA67483 | 250'000 | 1'471 | 356'075 | 2'096 | 358'171 |
| CHF | XS0261032238 | CA67804 | 1'000 | N/A | 1'116 | N/A | 1'116 |
| USD | XS0277470943 | CA67832 | 225'000 | N/A | 225'000 | N/A | 225'000 |
| EUR | XS0284114567 | CA74141 | 700'000 | N/A | 997'010 | N/A | 997'010 |
| SEK | XS0293731914 | CA92121 | 440'000 | N/A | 65'095 | N/A | 65'095 |
| USD | XS0299103084 | CA67884 | 100'000 | N/A | 100'000 | N/A | 100'000 |
| SEK | XS0299624568 | CA67909 | 9'000'000 | N/A | 1'331'499 | N/A | 1'331'499 |
| EUR | XS0301365945 | CA74145 | 760'000 | N/A | 1'082'468 | N/A | 1'082'468 |

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

| Currency (CCY) | ISIN CODE | Clearstream Blocking Number (#) | Principal to Claim in Local Currency | Accrued Interest to Claim in Local Currency | Principal to Claim in USD (as at 09/15/2008) | Accrued Interest to Claim in USD (as at 09/15/2008) | Total Claim in USD (as at 09/15/2008) |
|----------------|--------------|------------------------------------|---|--|---|--|--|
| CZK | XS0307355445 | CA36181 | 5'800'000 | 124'004 | 343'459 | 7'343 | 350'803 |
| EUR | XS0307745744 | CA67966 | 500'000 | 5'552 | 712'150 | 7'908 | 720'058 |
| EUR | XS0308319341 | CA67988 | 30'000 | N/A | 42'729 | N/A | 42'729 |
| CHF | XS0309835139 | CA67999 | 244 | N/A | 272 | N/A | 272 |
| USD | XS0319211982 | CA68000 | 200'000 | N/A | 200'000 | N/A | 200'000 |
| EUR | XS0319631098 | CA68003 | 3'000'000 | N/A | 4'272'900 | N/A | 4'272'900 |
| USD | XS0323108265 | CA68033 | 315'000 | N/A | 315'000 | N/A | 315'000 |
| USD | XS0323849199 | CA68127 | 770'000 | N/A | 770'000 | N/A | 770'000 |
| EUR | XS0323849355 | CA68128 | 960'000 | N/A | 1'367'328 | N/A | 1'367'328 |
| USD | XS0324091304 | CA68138 | 1'000'000 | N/A | 1'000'000 | N/A | 1'000'000 |
| EUR | XS0326006540 | CA68139 | 200'000 | 9'794 | 284'860 | 13'950 | 298'810 |
| EUR | XS0326085742 | CA68140 | 1'074'000 | N/A | 1'529'698 | N/A | 1'529'698 |
| SEK | XS0326108973 | CA69187 | 12'550'000 | N/A | 1'856'701 | N/A | 1'856'701 |
| CHF | XS0326427480 | CA69188 | 50'000 | 2'300 | 55'795 | 2'567 | 58'362 |
| USD | XS0328922645 | CA69202 | 665'000 | N/A | 665'000 | N/A | 665'000 |
| EUR | XS0328923379 | CA69221 | 2'325'000 | N/A | 3'311'498 | N/A | 3'311'498 |
| USD | XS0331874163 | CA69222 | 366'000 | 46'511 | 366'000 | 46'511 | 412'511 |
| USD | XS0333449295 | CA69278 | 985'000 | N/A | 985'000 | N/A | 985'000 |
| USD | XS0334693818 | CA69282 | 5'000'000 | N/A | 5'000'000 | N/A | 5'000'000 |
| USD | XS0336218762 | CA69287 | 560'000 | N/A | 560'000 | N/A | 560'000 |
| USD | XS0336850762 | CA58226 | 400'000 | N/A | 400'000 | N/A | 400'000 |
| EUR | XS0336951107 | CA69305 | 503'000 | N/A | 716'423 | N/A | 716'423 |
| CHF | XS0338492571 | CA69307 | 2'093'000 | N/A | 2'335'579 | N/A | 2'335'579 |
| USD | XS0338493033 | CA69310 | 60'000 | N/A | 60'000 | N/A | 60'000 |

Exhibit A to Proof of Claim of EFG Bank AG, Switzerland

| Currency (CCY) | ISIN CODE | Clearstream Blocking Number (#) | Principal to Claim in Local Currency | Accrued Interest to Claim in Local Currency | Principal to Claim in USD (as at 09/15/2008) | Accrued Interest to Claim in USD (as at 09/15/2008) | Total Claim in USD (as at 09/15/2008) |
|----------------|--------------|------------------------------------|---|--|---|--|--|
| USD | XS0339408238 | CA69311 | 1'530'922 | N/A | 1'530'922 | N/A | 1'530'922 |
| EUR | XS0339408584 | CA91763 | 1'170'000 | N/A | 1'666'431 | N/A | 1'666'431 |
| EUR | XS0339537390 | CA36371 | 150'000 | N/A | 213'645 | N/A | 213'645 |
| EUR | XS0342406716 | CA69312 | 773'000 | N/A | 1'100'984 | N/A | 1'100'984 |
| USD | XS0344556864 | CA69314 | 3'854'000 | N/A | 3'854'000 | N/A | 3'854'000 |
| EUR | XS0344557839 | CA69316 | 1'747'000 | N/A | 2'488'252 | N/A | 2'488'252 |
| EUR | XS0345061591 | CA69317 | 1'000'000 | N/A | 1'424'300 | N/A | 1'424'300 |
| USD | XS0346438061 | CA69319 | 75'000 | N/A | 75'000 | N/A | 75'000 |
| USD | XS0346466781 | CA69324 | 110'000 | N/A | 110'000 | N/A | 110'000 |
| HKD | XS0349512094 | CA69325 | 1'000'000 | N/A | 128'366 | N/A | 128'366 |
| USD | XS0350764337 | CA69327 | 2'000'000 | N/A | 2'000'000 | N/A | 2'000'000 |
| EUR | XS0351766836 | CA69328 | 2'455'000 | N/A | 3'496'657 | N/A | 3'496'657 |
| EUR | XS0364438639 | CA69329 | 200'000 | N/A | 284'860 | N/A | 284'860 |
| USD | XS0368988522 | CA69330 | 2'050'000 | N/A | 2'050'000 | N/A | 2'050'000 |
| USD | XS0382037975 | CA69332 | 200'000 | N/A | 200'000 | N/A | 200'000 |
| USD | XS0384368485 | CA69335 | 200'000 | N/A | 200'000 | N/A | 200'000 |
| TOTAL IN USD | | | | | 57'456'466 | 131'855 | 57'588'321 |

Exhibit A to Proof of Claim of EFG Bank AG Exchange Rates
(as at 09/15/2008)

EXCHANGE RATES (AS AT 09/15/2008)

| <u>Type of Currency (CCY)</u> | <u>Abbreviation</u> | <u>Rate</u> |
|-------------------------------|---------------------|-------------|
| Euro | EUR | 1.4243 |
| Swiss Franc | CHF | 1.1159 |
| Swedish Kronor | SEK | 6.7593 |
| Czech Kronor | CZK | 16.8870 |
| Australian Dollar | AUD | 0.8066 |
| Hong Kong Dollar | HKD | 7.7902 |
| United States Dollar | USD | 1.0000 |


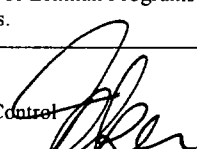
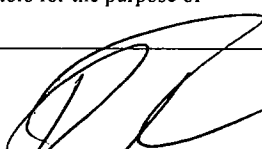
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| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | | Chapter 11 Case No 08-13555 (JMP) (Jointly Administered) | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000055855  | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Bank Hapoalim (Switzerland) Ltd. Stockerstrasse 33 CH-8002 Zuerich, Switzerland Attention: Brigitte Fotsch & Rudolf Brunner With copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, Attention: Douglas R. Davis Telephone number: (212) 373-3000 Email Address: | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Name and address where payment should be sent (if different from above) Telephone number: Email Address: | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| <p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>Please See Attachment</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> | | | |
| <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>Please See Attachment</u> (Required)</p> | | | |
| <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>Please See Attachment</u> (Required)</p> | | | |
| <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>Please See Attachment</u> (Required)</p> | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. | | FOR COURT USE ONLY FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC | |
| Date: October 16, 2009 | Signature: Brigitte Fotsch Head of Internal Control Manager  Rudolf Brunner Head of Treasury Manager  | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |

**ATTACHMENT TO PROOF OF CLAIM OF
BANK HAPOALIM (SWITZERLAND) LTD.
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the "Petition Date") and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI"), and certain of its subsidiaries (LBHI, together with such subsidiaries, the "Debtors"), filed voluntary petitions (the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the "Bar Date Order") which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the "Bar Date") for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the "Securities Programs Bar Date").

3. Bank Hapoalim (Switzerland) Ltd. (the "Claimant") accordingly files this Lehman Programs Securities Proof of Claim (the "Proof of Claim") for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or

more of Claimant's customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the Lehman Programs Securities listed on Exhibit A attached hereto.²

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 74,355,494 which may consist in whole or in part of the US Dollar equivalent as of September 15, 2008 of the claims covered hereby. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than USD 74,355,494 together with all accrued and unpaid interest or other return as of September 15, 2008 (the "Lehman Programs Securities Claim").

5. Additionally, Claimant may have acted as a direct or indirect distributor or broker in connection with the sale and distribution of Lehman Programs Securities, including Lehman Programs Securities not identified on Exhibit A (collectively, the "Lehman Program Securities Issuances"). In connection with the Lehman Programs Securities Issuances, Claimant entered into various indemnification and other agreements with the Debtors (collectively the "Indemnification Agreements").

6. LBHI guaranteed the obligations of numerous of LBHI's subsidiaries and affiliates, some of which directly issued the Lehman Programs Securities. Specifically, LBHI issued the following guarantees: (a) that certain Unanimous Written Consent of the Executive

¹ The Bar Date Order provides "claims based on any Lehman Program Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

² The Bar Date Order provides "persons or entities that file claims based on any Lehman Program Security are not required to attach or submit any documentation supporting any claim based on such Lehman Program Security." Bar Date Order at p. 14.

Committee of the Board of Directors of Lehman Brothers Holdings Inc. dated June 9, 2005, under which LBHI guaranteed payment of all liabilities, obligations and commitments of numerous LBHI subsidiaries (the "LBHI Board Guarantee") and (b) that certain Guarantee of Lehman Brothers Holdings Inc. as addressed to Standard & Poor's Rating Services, dated January 4, 2008, under which LBHI guaranteed payment of all liabilities, obligations and commitments of LBIE (the "S&P Guarantee," and collectively, with the LBHI Board Guarantee, the "LBHI Guarantees").

7. Claimant hereby asserts additional claims for contractual, statutory and common law rights of indemnity, contribution, reimbursement, set-off and liability against the Debtors and the subsidiaries and affiliates of the Debtors covered by the LBHI Guarantees arising from the Indemnification Agreements and/or from the Lehman Programs Securities Issuances (the "Indemnity Claims"). With respect to the Indemnity Claims, Claimant is entitled to reimbursement by the Debtors for any and all expenses incurred by Claimant in connection with any and all threatened, pending, completed and/or future claims, actions, suits or proceedings and any appeal therefrom, whether civil, criminal, administrative or investigative, involving or related to Claimant, or in which Claimant was, is or may be a party, or was, is or may become involved as a witness or third party, by reason of Claimant's participation in the Lehman Programs Securities Issuances.

8. The amount of Claimant's contingent claims cannot be reasonably calculated or estimated at this time, but Claimant does not waive its right to seek payment from the Debtors by not currently stating a specific amount. Claimant reserves the right to assert additional claims including the right to claim that all or any portion of the losses, claims, damages, liabilities, legal

or other expenses incurred by Claimant after the Petition Date are administrative expenses entitled to priority treatment under Section 507(a)(2) of the Bankruptcy Code or otherwise.

9. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of claim for any additional claims which may be based on the same or additional documents or grounds of liability.

10. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

11. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Program Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Program Security.

12. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in section 503(b) of the Bankruptcy Code.

13. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

14. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any contracts described herein and that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or

any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

15. The filing of this Proof of Claim is not and shall not be deemed or construed as:

(a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

16. All notices regarding this Proof of Claim should be sent to: Bank Hapoalim (Switzerland) Ltd., Stockerstrasse 33, CH-8002 Zuerich, Switzerland, Attention: Brigitte Fotsch & Rudolf Brunner, with copies to Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, Telephone number: (212) 373-3000, Attention: Douglas R. Davis.

EXHIBIT A

LEHMAN PROGRAMS SECURITIES

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

| ISIN | DEPOSITORY PARTICIPANT ACCOUNT NUMBER | DEPOSITORY | CURRENCY | PRINCIPAL AMOUNT | PRINCIPAL AMOUNT IN US DOLLARS* | DEPOSITORY BLOCKING REFERENCE NUMBER |
|--------------|--|------------|----------|---------------------|---------------------------------------|---|
| XS0205437527 | 91668 | EUROCLEAR | USD | 600,000 | \$600,000 | 6052192 |
| XS0206245234 | 91668 | EUROCLEAR | USD | 960,000 | \$960,000 | 6052200 |
| XS0207502781 | 91668 | EUROCLEAR | USD | 1,050,000 | \$1,050,000 | 6052924 |
| XS0211092316 | 91668 | EUROCLEAR | USD | 4,100,000 | \$4,100,000 | 6052925 |
| XS0216140094 | 91668 | EUROCLEAR | USD | 2,170,000 | \$2,170,000 | 6052927 |
| XS0221564387 | 91668 | EUROCLEAR | USD | 220,000 | \$220,000 | 6052928 |
| XS0229269856 | 91668 | EUROCLEAR | EUR | 518,000 | \$735,612 | 6052930 |
| XS0257022714 | 91668 | EUROCLEAR | EUR | 210,000 | \$298,221 | 6052931 |
| XS0276510111 | 91668 | EUROCLEAR | USD | 1,210,000 | \$1,210,000 | 6052932 |
| XS0280241851 | 91668 | EUROCLEAR | USD | 2,450,000 | \$2,450,000 | 6052933 |
| XS0301473327 | 91668 | EUROCLEAR | SEK | 225,000 | \$33,274 | 6052934 |
| XS0301813522 | 91668 | EUROCLEAR | USD | 510,000 | \$510,000 | 6052935 |
| XS0314889154 | 91668 | EUROCLEAR | USD | 920,000 | \$920,000 | 6052936 |
| XS0318224598 | 91668 | EUROCLEAR | USD | 250,000 | \$250,000 | 6052937 |
| XS0319211982 | 91668 | EUROCLEAR | USD | 1,300,000 | \$1,300,000 | 6052938 |
| XS0319273404 | 91668 | EUROCLEAR | USD | 220,000 | \$220,000 | 6052939 |
| XS0319610845 | 91668 | EUROCLEAR | EUR | 1,550,000 | \$2,201,155 | 6052940 |
| XS0326215893 | 91668 | EUROCLEAR | USD | 150,000 | \$150,000 | 6052941 |
| XS0327725528 | 91668 | EUROCLEAR | USD | 160,000 | \$160,000 | 6052942 |
| XS0328596316 | 91668 | EUROCLEAR | USD | 120,000 | \$120,000 | 6052943 |
| XS0332025120 | 91668 | EUROCLEAR | USD | 180,000 | \$180,000 | 6052944 |
| XS0333420395 | 91668 | EUROCLEAR | USD | 400,000 | \$400,000 | 6053994 |
| XS0334732491 | 91668 | EUROCLEAR | USD | 710,000 | \$710,000 | 6052946 |
| XS0334918322 | 91668 | EUROCLEAR | USD | 2,400,000 | \$2,400,000 | 6052948 |
| XS0336617625 | 91668 | EUROCLEAR | USD | 550,000 | \$550,000 | 6052949 |
| XS0337787161 | 91668 | EUROCLEAR | USD | 1,350,000 | \$1,350,000 | 6052950 |

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

| ISIN | DEPOSITORY PARTICIPANT ACCOUNT NUMBER | DEPOSITORY | CURRENCY | PRINCIPAL AMOUNT | PRINCIPAL AMOUNT IN US DOLLARS* | DEPOSITORY BLOCKING REFERENCE NUMBER |
|--------------|--|------------|----------|---------------------|---------------------------------------|---|
| XS0339184615 | 91668 | EUROCLEAR | USD | 350,000 | \$350,000 | 6052951 |
| XS0339215351 | 91668 | EUROCLEAR | USD | 540,000 | \$540,000 | 6052952 |
| XS0339538448 | 91668 | EUROCLEAR | USD | 1,210,000 | \$1,210,000 | 6052953 |
| XS0340222750 | 91668 | EUROCLEAR | USD | 700,000 | \$700,000 | 6052954 |
| XS0340592681 | 91668 | EUROCLEAR | USD | 2,510,000 | \$2,510,000 | 6052955 |
| XS0344095871 | 91668 | EUROCLEAR | USD | 1,280,000 | \$1,280,000 | 6052956 |
| XS0346122343 | 91668 | EUROCLEAR | USD | 720,000 | \$720,000 | 6052957 |
| XS0346461634 | 91668 | EUROCLEAR | USD | 2,670,000 | \$2,670,000 | 6052958 |
| XS0346466781 | 91668 | EUROCLEAR | USD | 3,850,000 | \$3,850,000 | 6052959 |
| XS0346859084 | 91668 | EUROCLEAR | USD | 680,000 | \$680,000 | 6052960 |
| XS0347452855 | 91668 | EUROCLEAR | USD | 190,000 | \$190,000 | 6052961 |
| XS0347872128 | 91668 | EUROCLEAR | USD | 1,000,000 | \$1,000,000 | 6052962 |
| XS0347925264 | 91668 | EUROCLEAR | USD | 190,000 | \$190,000 | 6052963 |
| XS0349904689 | 91668 | EUROCLEAR | USD | 500,000 | \$500,000 | 6052964 |
| XS0351984827 | 91668 | EUROCLEAR | USD | 180,000 | \$180,000 | 6052965 |
| XS0352917768 | 91668 | EUROCLEAR | USD | 2,000,000 | \$2,000,000 | 6052966 |
| XS0362500380 | 91668 | EUROCLEAR | USD | 3,070,000 | \$3,070,000 | 6052967 |
| XS0364167006 | 91668 | EUROCLEAR | USD | 2,390,000 | \$2,390,000 | 6052968 |
| XS0366383387 | 91668 | EUROCLEAR | USD | 2,400,000 | \$2,400,000 | 6052969 |
| XS0353780900 | 91668 | EUROCLEAR | USD | 2,000,000 | \$2,000,000 | 6052970 |
| XS0128857413 | 91279 | EUROCLEAR | EUR | 130,000 | \$184,613 | 6054090 |
| XS0206245234 | 91279 | EUROCLEAR | USD | 950,000 | \$950,000 | 6054091 |
| XS0207502781 | 91279 | EUROCLEAR | USD | 50,000 | \$50,000 | 6054092 |
| XS0216140094 | 91279 | EUROCLEAR | USD | 550,000 | \$550,000 | 6054093 |
| XS0264674549 | 91279 | EUROCLEAR | GBP | 60,000 | \$107,334 | 6054094 |
| XS0271141565 | 91279 | EUROCLEAR | GBP | 50,000 | \$89,445 | 6054095 |

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

| ISIN | DEPOSITORY PARTICIPANT ACCOUNT NUMBER | DEPOSITORY | CURRENCY | PRINCIPAL AMOUNT | PRINCIPAL AMOUNT IN US DOLLARS* | DEPOSITORY BLOCKING REFERENCE NUMBER |
|--------------|--|------------|----------|---------------------|---------------------------------------|---|
| XS0276510111 | 91279 | EUROCLEAR | USD | 1,940,000 | \$1,940,000 | 6054096 |
| XS0276510111 | 91279 | EUROCLEAR | USD | 50,000 | \$50,000 | 6054097 |
| XS0299141332 | 91279 | EUROCLEAR | GBP | 1,000,000 | \$1,788,900 | 6054098 |
| XS0301813522 | 91279 | EUROCLEAR | USD | 400,000 | \$400,000 | 6054099 |
| XS0314889154 | 91279 | EUROCLEAR | USD | 50,000 | \$50,000 | 6054100 |
| XS0319211982 | 91279 | EUROCLEAR | USD | 430,000 | \$430,000 | 6054101 |
| XS0319273404 | 91279 | EUROCLEAR | USD | 300,000 | \$300,000 | 6054103 |
| XS0319610845 | 91279 | EUROCLEAR | EUR | 110,000 | \$156,211 | 6054104 |
| XS0320655540 | 91279 | EUROCLEAR | USD | 1,000,000 | \$1,000,000 | 6054105 |
| XS0326215893 | 91279 | EUROCLEAR | USD | 310,000 | \$310,000 | 6054106 |
| XS0327725528 | 91279 | EUROCLEAR | USD | 260,000 | \$260,000 | 6054107 |
| XS0332025120 | 91279 | EUROCLEAR | USD | 480,000 | \$480,000 | 6054108 |
| XS0333117611 | 91279 | EUROCLEAR | USD | 950,000 | \$950,000 | 6054109 |
| XS0333420395 | 91279 | EUROCLEAR | USD | 700,000 | \$700,000 | 6054110 |
| XS0334918322 | 91279 | EUROCLEAR | USD | 910,000 | \$910,000 | 6054111 |
| XS0337787161 | 91279 | EUROCLEAR | USD | 70,000 | \$70,000 | 6054112 |
| XS0339184615 | 91279 | EUROCLEAR | USD | 500,000 | \$500,000 | 6054113 |
| XS0339538448 | 91279 | EUROCLEAR | USD | 460,000 | \$460,000 | 6054114 |
| XS0340592681 | 91279 | EUROCLEAR | USD | 2,770,000 | \$2,770,000 | 6054115 |
| XS0344095871 | 91279 | EUROCLEAR | USD | 370,000 | \$370,000 | 6054116 |
| XS0346461634 | 91279 | EUROCLEAR | USD | 1,100,000 | \$1,100,000 | 6054117 |
| XS0346466781 | 91279 | EUROCLEAR | USD | 260,000 | \$260,000 | 6054119 |
| XS0347229352 | 91279 | EUROCLEAR | CAD | 900,000 | \$840,729 | 6054120 |
| XS0347872128 | 91279 | EUROCLEAR | USD | 100,000 | \$100,000 | 6054121 |
| XS0349904689 | 91279 | EUROCLEAR | USD | 80,000 | \$80,000 | 6054122 |
| XS0351984827 | 91279 | EUROCLEAR | USD | 1,080,000 | \$1,080,000 | 6054123 |

EXHIBIT A

**CREDITOR -
Bank Hapoalim (Switzerland) Ltd.**

| ISIN | DEPOSITORY PARTICIPANT ACCOUNT NUMBER | DEPOSITORY | CURRENCY | PRINCIPAL AMOUNT | PRINCIPAL AMOUNT IN US DOLLARS* | DEPOSITORY BLOCKING REFERENCE NUMBER |
|--------------|--|------------|----------|---------------------|---------------------------------------|---|
| XS0364167006 | 91279 | EUROCLEAR | USD | 350,000 | \$350,000 | 6054124 |
| XS0366383387 | 91279 | EUROCLEAR | USD | 700,000 | \$700,000 | 6054125 |
| XS0277470943 | 91279 | EUROCLEAR | USD | 100,000 | \$100,000 | 6054126 |
| XS0301519681 | 91279 | EUROCLEAR | USD | 240,000 | \$240,000 | 6054127 |
| | | | | Total: | \$74,355,494 | |

* Principal Amount in U.S. Dollars is based upon the exchange rates of 1.4201 U.S. Dollars per Euro, 1.7889 U.S. Dollars per British Pound, 1.0705 Canadian Dollars per U.S. Dollar and 6.7620 Swedish Krona per U.S. Dollar, as of September 15, 2008.



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| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM | |
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. | | Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058578  | |
| Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) BAWAG P.S.K. Invest GmbH Georg-Coch-Platz 2 1010 Wien, Austria Attention: Robert ZENZ Telephone number: +43 1 24 102-23063 Email Address: robert.zenz@bawagpskfonds.at | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ | |
| Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____ | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. | |
| <p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ _____ Please see attachment (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> | | | |
| <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): _____ Please see attachment (Required)</p> | | | |
| <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: Please see attachment (Required)</p> | | | |
| <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: Please see attachment (Required)</p> | | | |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. | | <div style="border: 2px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 30 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div> | |
| <p>Date: 10/30/09</p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p> Jerome Ranawake, Attorney-in-Fact 520 Madison Ave, 34F, NY, NY 10022, 212 277 4034</p> | | | |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571 | | | |

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, PO Box 5076
New York, NY 10150- 5076**

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ATTACHMENT TO PROOF OF CLAIM OF BAWAG P.S.K. INVEST GMBH
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

1. Commencing on September 15, 2008 (the *Petition Date*) and periodically thereafter, Lehman Brothers Holdings Inc. (**LBHI**), and certain of its subsidiaries (LBHI, together with such subsidiaries, the *Debtors*), filed voluntary petitions (the *Chapter 11 Cases*) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the *Bankruptcy Code*). The Chapter 11 Cases are being jointly administered under Chapter 11 Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. 2008).

2. On July 2, 2009, the Bankruptcy Court entered that certain *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [Docket No. 4271] (the *Bar Date Order*) which, among other things, establishes November 2, 2009 at 5:00 pm (ET) as the deadline (the *Bar Date*) for each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit) to file proofs of claim based on any Lehman Programs Security, as identified on the Debtors' website, against the Debtors (the *Securities Programs Bar Date*).

3. BAWAG P.S.K. Invest GmbH (the *Claimant*) accordingly files this Lehman Programs Securities Proof of Claim (the *Proof of Claim*) for various amounts owing to Claimant by LBHI in respect of Lehman Programs Securities held by Claimant in a proprietary capacity on Claimant's own behalf and/or in a custodial capacity on behalf of one or more of Claimant's

customers.¹ As of the filing of this Proof of Claim, Claimant is the record holder of or represents the record holder of the following Lehman Programs Securities:²

| International Securities Identification Number (ISIN) | Depository Blocking Reference Number | Depository Participant Account Number | Principal Component | Interest Component (up to and including September 15, 2008) | Amount of Claim |
|---|--------------------------------------|---------------------------------------|-----------------------|---|-----------------------|
| XS0252835110 | CA14785 | 19640 | \$1,424,400.00 | \$8,588.00 | \$1,432,988.00 |
| XS0231181222 | CA14771 | 19640 | \$1,210,740.00 | \$38,453.82 | \$1,249,193.82 |
| XS0238228901 | CA14775 | 19640 | \$1,068,300.00 | \$20,758.21 | \$1,089,058.21 |
| XS0282937985 | CA22485 | 19640 | \$1,424,400.00 | \$19,182.00 | \$1,443,582.00 |
| XS0257022714 | CA14889 | 19640 | \$997,080.00 | \$436.97 | \$997,516.97 |
| Total: | | | \$6,124,920.00 | \$87,419.00 | \$6,212,339.00 |

4. Claimant is the record holder or representative of the record holder of Lehman Programs Securities in the aggregate principal amount of USD 6,124,920.00 and aggregate accrued and unpaid interest amount or other return (up to and including September 15, 2008) of USD 87,419.00. LBHI either issued, or guaranteed the full and punctual payment of all obligations related to, the Lehman Programs Securities. Accordingly, LBHI remains liable to Claimant for no less than **USD 6,212,339.00** (the *Lehman Programs Securities Claim*). The foregoing amounts have been converted from EUR to US dollars using the exchange rate prevailing on the Petition Date.

5. Claimant has filed this Proof of Claim under compulsion of the Bar Date Order and to protect the Claimant from forfeiture of Claimant's claims against the Debtors by reason of the Securities Programs Bar Date. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after any bar date, in any manner, and/or to file additional proofs of

¹ The Bar Date Order provides "claims based on any Lehman Programs Security shall not be disallowed on the ground that such claims were not filed by the proper party or an authorized agent, as contemplated by Bankruptcy Rule 3001(b)." Bar Date Order at p. 14.

² The Bar Date Order provides "persons or entities that file claims based on any Lehman Programs Security are not required to attach or submit any documentation supporting any claim based on such Lehman Programs Security." Bar Date Order at p. 14.

claim for any additional claims which may be based on the same or additional documents or grounds of liability.

6. The filing of this Proof of Claim shall be without prejudice to any previous, contemporaneous or future claims made by or on behalf of Claimant or any of its affiliates against LBHI or any of its affiliates in this or any other proceeding, including, without limitation, any proofs of claim that may be filed against Lehman Brothers Treasury Co. B.V., Lehman Brothers Securities N.V., or any other entity which issued Lehman Programs Securities.

7. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time to restate the amount of the Lehman Programs Securities Claim based on the method ultimately used to value the Lehman Programs Securities referenced herein, including, without limitation, the ultimate determination of the applicable interest or coupon rate, or other return, or the principal-protected amount, on any Lehman Programs Security. Additionally, nothing contained in this Proof of Claim shall prejudice or limit Claimant's right to receive any distribution with respect to the Lehman Programs Securities Claim based on any valuation method that is ultimately used to value any Lehman Programs Security.

8. Claimant hereby expressly reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner, including without limitation to assert: (a) claims for interest, fees, penalties, charges, attorneys' fees and expenses accrued before or after the Petition Date; (b) claims for any future distributions or rights to distributions arising from any of the securities identified herein (*e.g.*, dividends, coupons, warrants, etc.); and (c) any claims arising from the successful prosecution or settlement (if any) of any avoidance causes of action (or any other cause of action seeking recovery of payments made to, or setoffs or nettings effectuated by, Claimant) against

Claimant whether or not related to or arising from the transactions and agreements set forth herein. Claimant further reserves the right to file additional proofs of claim or applications for allowance of administrative expenses or other priority status in this or any other proceeding arising from or related to the claims described herein, including for treatment as provided in Section 503(b) of the Bankruptcy Code.

9. Without limiting the rights otherwise asserted in this Proof of Claim, Claimant hereby preserves and reserves all rights of setoff against LBHI whether in respect of claims directly between Claimant and LBHI, claims between affiliates of Claimant and LBHI or claims between Claimant, or its affiliates, and affiliates of LBHI, including, without limitation, under Sections 362(b)(6), 362(b)(7), 362(b)(17), 362(b)(27), 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code, under any agreement or other instrument, under applicable non-bankruptcy law or otherwise.

10. In executing and filing this Proof of Claim, Claimant does not waive (a) any obligation owed to Claimant under any of the contracts described herein or that may be attached as exhibits hereto, or (b) any past, present or future breaches of such contracts by the Debtors or any of their affiliates. Claimant further does not waive (and this Proof of Claim shall not be deemed or construed to waive) any claims or right to assert any claims, or preserve any remedies, including setoff and recoupment, that Claimant has against any of the Debtors, Lehman Brothers Inc., Lehman Brothers International (Europe) or any other affiliates of the Debtors, whether arising from or related to transactions described herein or otherwise.

11. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property, or a waiver of the right to compel the Debtors to return property of Claimant currently in the possession of the Debtors;

(b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge or, if applicable, the Second Circuit Court of Appeals; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

12. All notices regarding this Proof of Claim should be sent to: BAWAG P.S.K. Invest GmbH, Georg-Coch-Platz 2, 1010 Wien, Austria, Attention: Robert ZENZ, with copies to Freshfields Bruckhaus Deringer US LLP, 520 Madison Avenue, 34th Floor, New York, New York 10022, Telephone number: 212-277-4000, Attention: Jerome Ranawake and Yehuda Herbst.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT **BAWAG P.S.K INVEST GmbH** a corporation duly organized and validly existing under the laws of the Republic of Austria, registered in the company register of **Handelsgericht Wien, Marxergasse 1a, 1030 Vienna** under **FN 70844h**, with corporate seat in **1010 Vienna, Austria** and business address at **Georg-Coch-Platz 2, 1010 Vienna, Austria** (the "Company"), represented by **Alois Steinböck** and **Dr. Peter Pavlicek** as members of the management board, each with the power to represent the Company jointly with another member of the management board, the undersigned claimant in the bankruptcy cases styled **In re Lehman Brothers Holdings Inc., Case No. 08-13555 (JMP)** (Jointly Administered) (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Southern District of New York, hereby authorizes **Jerome Ranawake and Harvey Dychiao of Freshfields Bruckhaus Deringer US LLP**, acting jointly or singly, as attorneys in fact for the undersigned, with the full power of attorney to execute and/or file all proofs of claim, documents or court papers he may consider necessary or advisable in connection with the claims to be made in the Bankruptcy Case.

BAWAG P.S.K INVEST GmbH further declares that this power of attorney is given for the purpose of vesting in the attorney in fact all authority required or desirable to be vested in an attorney in fact for the above-stated purpose and gives and grants the attorney in fact full and absolute power and authority to do all things necessary to be done in and about the premises.

This Power of Attorney shall be construed in accordance with, and this Power of Attorney and all matters arising out of or relating in any way whatsoever to this Power of Attorney shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand this 15th day of October 2009.

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien
Signed and Delivered
in the Presence of

Name Mag. Robert Zenz
Title Legal Counsel

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien

Name Mag. Robert Zenz
Title Legal Counsel

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien

Alois Steinböck
Member of the Management Board
for

BAWAG P.S.K. INVEST GmbH
Georg-Coch-Platz 2
A-1018 Wien

Dr. Peter Pavlicek
Member of the Management Board
for
BAWAG P.S.K. Invest GmbH

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RECEIVED BY:

10/30/09
DATE

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TIME

United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al,
08-13555 (JMP)

0000059202



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

J.P. Morgan Securities Inc.
c/o Susan McNamara
JPMorgan Legal Department
Mail Code: NY1-A436
1 Chase Manhattan Plaza - Floor 26
New York, NY 10005-1401, United States

Telephone number: 212-552-1038 Email Address: Susan.McNamara@chase.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above) JPMSI Income Collection

ATTN: Wilson Dong
Mail Code: NY1-W030
One Metrotech Center - Floor 4
Brooklyn, NY 11201

Telephone number: 347-643-1785 Email Address: Wilson.Dong@jpmorgan.com

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ See Exhibit A hereto (Required)

☐ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

See Exhibit A hereto

International Securities Identification Number (ISIN): (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Exhibit A hereto

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See Exhibit A hereto

(Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:
10/27/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Samantha E. Hamerman
Authorized Signatory

FOR COURT USE ONLY

FILED / RECEIVED

OCT 30 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Exhibit A to JPMSI Proof of Claim

| Total Claim Amount in USD as of 9/15/2008 | Principal Amount Owed on Claim in USD as of 9/15/2008 | Accrued Interest Owed on Claim in USD as of 9/15/2008 | Currency | Date Acquired | Maturity Date | Acceleration Date (if an acceleration date is listed, a true copy of the acceleration notice is attached hereto.) | ISIN | Euroclear Bank Electronic Reference Blocking Number | Euroclear Account Number |
|---|---|---|----------|---------------|---------------|---|--------------|---|--------------------------|
| \$2,700,000.00 | \$2,700,000.00 | \$0.00 | USD | 9/14/2009 | 10/1/2010 | 10/6/2009 | XS0353382681 | 6046448 | 99826 |
| \$700,000.00 | \$700,000.00 | \$0.00 | USD | 4/27/2009 | 3/12/2009 | N/A | XS0352912371 | 6046447 | 99826 |
| \$1,000,000.00 | \$1,000,000.00 | \$0.00 | USD | 4/23/2009 | 3/28/2018 | 10/6/2009 | XS0352111016 | 6046446 | 99826 |
| \$1,517,000.00 | \$1,517,000.00 | \$0.00 | USD | 6/17/2009 | 9/7/2012 | N/A | XS0318224598 | 6046442 | 99826 |
| \$1,420,000.00 | \$1,420,000.00 | \$0.00 | USD | 6/17/2009 | 11/7/2009 | N/A | XS0328596316 | 6046443 | 99826 |
| \$13,000,000.00 | \$13,000,000.00 | \$0.00 | USD | 6/1/2009 | 7/30/2009 | N/A | XS0342399325 | 6046445 | 99826 |
| \$1,000,000.00 | \$1,000,000.00 | \$0.00 | USD | 6/1/2009 | 2/2/2009 | N/A | XS0341731767 | 6046444 | 99826 |
| \$21,337,000.00 | | | | | | | | | |

J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")
Atrium
Strawinskylaan 3105
1077 ZX Amsterdam
The Netherlands
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")
745 Seventh Avenue
New York
New York 10019
USA
Attention: Treasurer

cc: R.J. Schimmelpenninck
(as bankruptcy trustee of LBTCBV)
c/o Houthoff Buruma N.V.
Gustav Mahlerplein 50
1082 MA Amsterdam
PO Box 75505
1070 AM Amsterdam
The Netherlands

October 5, 2009

Dear Sirs

USD 6,870,000 Commodity Basket Linked Notes due 1 October 2010, Series Number 10219, ISIN - XS0353382681 (the "Notes")
Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated 28 March 2008 (as applicable).

We confirm that we are the Holder of USD2,700,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

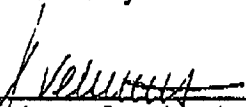
Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully


J.P. Morgan Securities Inc.

NEELIMA VELUVOLU
Authorized Signatory

J.P.Morgan

To: Lehman Brothers Treasury Co. B.V. ("LBTCBV")
Atrium
Strawinskylaan 3105
1077 ZX Amsterdam
The Netherlands
Attention: L. Kho

Lehman Brothers Holdings Inc., ("LBHI")
745 Seventh Avenue
New York
New York 10019
USA
Attention: Treasurer

cc: R.J. Schimmelpenninck
(as bankruptcy trustee of LBTCBV)
c/o Houthoff Buruma N.V.
Gustav Mahlerplein 50
1082 MA Amsterdam
PO Box 75505
1070 AM Amsterdam
The Netherlands

October 5, 2009

Dear Sirs

USD 2,000,000 Index Linked Notes due March 28, 2018, Series Number 10105, ISIN - XSO352111016 (the "Notes")
Base Prospectus dated 24 July 2007 - US\$100,000,000,000 Euro Medium Term Note Program in relation to notes issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG and guaranteed by Lehman Brothers Holdings Inc (the "Base Prospectus")

Capitalised terms used in this letter that are not otherwise defined shall have the meanings given to them in the Base Prospectus and the Final Terms and Conditions of the Notes dated March 26, 2008 (as applicable).

We confirm that we are the Holder of USD1,000,000 principal face value of the Notes.

On 15 September 2008, LBHI filed a petition under Chapter 11 of the U.S Bankruptcy Code. This constitutes an Event of Default under Condition 10(vi) of the Terms and Conditions of the Notes contained in the Base Prospectus (the "Conditions"). On 8 October 2008, LBTCBV, was declared bankrupt within the meaning of the Netherlands Bankruptcy Act. This constitutes an Event of Default under Condition 10(viii) of the Conditions. Both these Events of Default are continuing.

In accordance with Condition 10(c) of the Conditions, we hereby declare the principal amount of all of the Notes immediately due and payable at the Early Redemption Amount.

Interest will continue to accrue at the applicable rate in accordance with the Base Prospectus and Final Terms and Conditions of the Notes.

The omission from this notice of any other Event of Default which has occurred and is continuing does not and will not prejudice any rights we may have either generally or to rely on such Events of Default for the purpose of this notice.

The provisions of the Base Prospectus and the Final Terms and Conditions of the Notes shall continue in full force and effect and all rights and remedies which we may have on, before or after the date of this notice in relation to any circumstances or matters (including, without limitation, any rights and remedies in respect of the Events of Default referred to above), whether subsisting at the date of this notice or otherwise are hereby expressly reserved. Failure to exercise such rights and remedies for any period of time shall not constitute a waiver of, or as prejudicing, that or any other right or remedy.

This notice shall be construed and enforced in accordance with, and the rights of the parties shall be governed by English law.

Yours faithfully


J.P. Morgan Securities Inc.

NEELIMA VELUVOLU
Authorized Signatory

fedex.com 1.800.GoFedEx 1.800.463.3339

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STANDARD OVERNIGHT
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EWR

FedEx
RKE
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8663 8916 4940

EB OGSA

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United States Bankruptcy Court/Southern District of New York

Pg 128

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000062814



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor (and name and address where notices should be sent if different from Creditor)

The Värde Fund IX-A, L.P.
c/o Brown Rudnick LLP
Seven Times Square
New York, NY 10036
Attn: Howard Steel, Esq.

Telephone number: 212.209.4800

Email Address: hsteel@brownrudnick.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above)

Värde Management, L.P. (agent for The Värde Fund IX-A, L.P.)
8500 Normandale Lake Blvd, Suite 1500
Minneapolis, MN 55437
Attn: Liquid Operations / Operations@varde.com / 952.374.5122
Attn: Scott Hartman / shartman@varde.com / 952.820.1160

Telephone number: (provided above)

Email Address: (provided above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ _____ **See Exhibit A, attached (Required)**

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): _____ **See Schedule I, attached (Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See Schedule I, attached

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

See Schedule I, attached

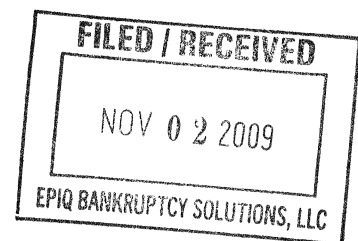
(Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date. _____ **Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Nathan J. Geske (see payment address above)
Vice President

FOR COURT USE ONLY



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

EXHIBIT A

**ADDENDUM TO
PROOF OF CLAIM OF THE VÄRDE FUND IX-A, L.P.**

1. This Proof of Claim is, and shall be deemed to be, filed, submitted and asserted by The Värde Fund IX-A, L.P. (“Värde”) against Lehman Brothers Holdings Inc. (“LBHI”) and its affiliates, as debtors and debtors-in-possession (collectively, the “Debtors”) in each of their respective chapter 11 cases. Värde is filing this Proof of Claim in order to set forth the claims of Värde relating to “Lehman Programs Securities” against LBHI and the Debtors, as more fully described below.

2. Värde is a noteholder in several notes series issued by Lehman Brothers Treasury Co. B.V. (“LBT”) and LBHI (collectively, the “Notes”), and is also a holder of certificates issued by Lehman Brothers Securities N.V. (“LBS”) and LBT (collectively, the “Certificates”), as more fully described on the attached Schedule 1.

3. Värde asserts this claim against LBHI for any and all prepetition and postpetition amounts and liabilities in respect of the Notes, Certificates and any other documents related thereto, including, without limitation, any and all principal, premiums, interest, additional interest, periodic payments, coupon payments, fees, costs, expenses, attorneys’ and professionals’ fees and disbursements, any final redemption amounts, automatic redemption amounts, cash settlement amounts, physical settlement amounts, fractional share amounts, cancellation amounts, early redemption amounts, any other amounts owed, and any and all indemnification obligations owed under the Notes and Certificates (as applicable), and to the extent allowed by law.

4. Pursuant to that certain Unanimous Written Consent of the Executive Committee of the Board of Directors of LBHI, dated June 9, 2005 (the “2005 Guarantee”), a copy of which

is attached hereto as Exhibit B, LBHI has guaranteed the payment of all liabilities, obligations and commitments of certain subsidiaries, including LBT and LBS. Pursuant to that certain Guarantee Agreement in respect of LBT, dated July 24, 2008 (the “2008 Guarantee”), a copy of which is attached hereto as Exhibit C, LBHI unconditionally and irrevocably guaranteed the performance of all of LBT’s obligations in the Notes, including, without limitation, the payment of principal and interest, together with all other sums payable by LBT under the Notes. The 2008 Guarantee extends to the ultimate balance of the Notes notwithstanding any settlement of accounts, or other matter whatsoever, and remains in full force and effect until all obligations have been irrevocably paid and satisfied in full. Värde thus asserts its claim with respect to the Notes and Certificates against LBHI on the basis of the 2005 Guarantee, the 2008 Guarantee, and any other guarantees, contractual or otherwise, by LBHI for the benefit of LBT and LBS.

5. As certain of the damages described above are contingent, unliquidated and likely to continue, the exact amount of Värde’s total claim as set forth herein is unknown at this time. Värde reserves the right to amend or supplement this Proof of Claim, and any schedule or exhibit attached hereto, as it may deem necessary and proper.

6. Värde reserves all of its rights and defenses, whether under title 11 of the United States Code or other applicable law, as to any claims that may be asserted against Värde by LBHI and the Debtors, including, without limitation, any rights of setoff and/or recoupment not expressly observed above. Värde reserves the right to file additional proofs of claim for additional claims which may be based on the same or additional documents. Värde reserves the right to file additional proofs of claim for administrative expenses or other claims entitled to priority. Värde reserves the right to file claims for the payment of interest (subject to applicable law) and for the reimbursement of all reasonable expenses (including attorneys’ fees and

collection fees) incurred by Värde in connection with the claims described herein. Värde further reserves all of its rights as against the other debtors in these Chapter 11 proceedings and against other Lehman entities in any other Lehman proceeding in the United States or overseas.

7. This Proof of Claim is filed under the compulsion of the bar date set in this case and is filed to protect Värde from forfeiture of its claim by reason of said bar date. The filing of this Proof of Claim shall not constitute: (a) a waiver, release, or limitation of Värde's rights against any person, entity or property (including, without limitation, LBHI or any other person or entity that is or may become a debtor in a case pending in this Court) in which Värde has a security interest or lien, (b) a consent by Värde to the jurisdiction or venue of this Court or any other court with respect to the proceedings, if any, commenced in any case against or otherwise involving Värde with respect to the subject matter of the claims set forth in this Proof of Claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in these cases against or otherwise involving Värde, (c) a waiver, release, or limitation of the right of Värde to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the U.S. Constitution, (d) a consent by Värde to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise, (e) a waiver, release, or limitation of Värde's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a U.S. District Court Judge, (f) a waiver of the right to move to withdraw the reference with respect to the subject

matter of this claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Värde, (g) a consent to the termination of LBHI's liability to Värde by any particular court, including, without limitation, this Court, (h) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c), or (i) an election of remedies. No judgment has been rendered on this claim. This claim is not subject to any setoff or counterclaim rights by LBHI.

8. Copies of any documents that underlie or evidence the obligations of LBHI, the Debtors, and any issuer to Värde that are not attached hereto are available upon written request to Värde.

9. All notices and distributions in respect of this claim should be forwarded to: The Värde Fund IX-A, L.P. c/o Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Howard S. Steel, Esq.

SCHEDULE 1

| Count | | ISIN | Issuer | Depository Institution | Depository Account Number | USD Claim Amount | Issued Currency | The Värde Fund, L.P. | The Värde Fund V-I, L.P. | The Värde Fund V-II, L.P. | The Värde Fund V-III, L.P. | The Värde Fund V-IV, L.P. | The Värde Fund V-V, L.P. | The Värde Fund V-VI, L.P. | The Värde Fund V-VII, L.P. | The Värde Fund V-VIII, L.P. | The Värde Fund V-IX, L.P. | The Värde Fund V-X, L.P. | Investment Partners (Offshore) Master, L.P. | Investment Partners (Offshore) Partners, L.P. | Investment Partners (Offshore) Partners, L.P. | Check | Date Added | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------|--------------|------------------|-----------------------|------------------------|---------------------------|------------------|-----------------|----------------------|--------------------------|---------------------------|----------------------------|---------------------------|--------------------------|---------------------------|----------------------------|-----------------------------|---------------------------|--------------------------|---|---|---|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|----------|---|----------|
| 1 | ANN521331671 | LB Securities NV | Euroclear | 92892 | - | EUR | - | 25,000 | - | 5,000 | 310,000 | 1,080,000 | 125,000 | 145,000 | 180,000 | 1,470,000 | n/a | 6057775 | n/a | 6057775 | 6057776 | 6057777 | 6057778 | 6057779 | 6057780 | x | 10/22/09 | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | ANN521446737 | LB Securities NV | Euroclear | 92892 | - | EUR | - | 2,000 | - | 1,000 | 45,000 | 246,000 | 30,000 | 39,000 | 37,000 | 400,000 | n/a | 6058445 | n/a | 6058446 | 6058447 | 6058448 | 6058449 | 6058450 | 6058451 | x | 10/22/09 | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | ANN521446810 | LB Securities NV | Euroclear | 92892 | - | USD | - | 3,000 | - | 2,000 | 63,000 | 344,000 | 42,000 | 54,000 | 52,000 | 560,000 | n/a | 6055004 | n/a | 6055005 | 6055006 | 6055007 | 6055008 | 6055009 | 6055010 | 6055011 | x | 10/22/09 | | | | | | | | | | | | | | | | | | | | | | |
| 4 | ANN521448405 | LB Securities NV | Euroclear | 92892 | - | USD | - | 2,000 | - | 1,000 | 39,000 | 215,000 | 26,000 | 34,000 | 33,000 | 350,000 | n/a | 6055118 | n/a | 6055119 | 6055120 | 6055121 | 6055122 | 6055123 | 6055124 | 6055125 | x | 10/22/09 | | | | | | | | | | | | | | | | | | | | | | |
| 5 | ANN521484949 | LB Securities NV | Euroclear | 92892 | - | EUR | - | 5,000 | - | - | 6,000 | 31,000 | 4,000 | 5,000 | 4,000 | 50,000 | n/a | 6057740 | n/a | 6057741 | 6057742 | 6057743 | 6057744 | 6057745 | 6057746 | 6057747 | 6057748 | x | 10/22/09 | | | | | | | | | | | | | | | | | | | | | |
| 6 | ANN521485029 | LB Securities NV | Euroclear | 92892 | - | USD | - | 2,000 | - | 2,000 | 94,000 | 512,000 | 63,000 | 81,000 | 78,000 | 835,000 | n/a | 6052865 | n/a | 6052866 | 6052867 | 6052868 | 6052869 | 6052870 | 6052871 | 6052872 | 6052873 | x | 10/21/09 | | | | | | | | | | | | | | | | | | | | | |
| 7 | ANN521485102 | LB Securities NV | Euroclear | 92898 | - | EUR | - | 5,000 | - | - | 89,000 | 485,000 | 59,000 | 77,000 | 71,000 | 790,000 | n/a | 6055567 | n/a | 6055568 | 6055569 | 6055570 | 6055571 | 6055572 | 6055573 | 6055574 | 6055575 | 6055576 | 6055577 | 6055578 | 6055579 | 6055580 | 6055581 | 6055582 | 6055583 | x | 10/22/09 | | | | | | | | | | | | | |
| 8 | ANN521485171 | LB Securities NV | Euroclear | 92892 | - | USD | - | 1,000 | - | - | 17,000 | 92,000 | 11,000 | 15,000 | 14,000 | 150,000 | n/a | 6054458 | n/a | 6054459 | 6054460 | 6054461 | 6054462 | 6054463 | 6054464 | 6054465 | 6054466 | 6054467 | 6054468 | 6054469 | 6054470 | 6054471 | 6054472 | 6054473 | 6054474 | 6054475 | x | 10/21/09 | | | | | | | | | | | | |
| 9 | CA524908RPS5 | LB Holdings Inc | Euroclear | 92898 | - | CAD | 1,051,000 | 596,000 | - | - | 221,000 | 5,296,000 | 10,544,000 | 2,205,000 | 882,000 | 2,205,000 | 23,000,000 | 6052884 | 6052885 | 6052886 | 6052887 | 6052888 | 6052889 | 6052890 | 6052891 | 6052892 | 6052893 | 6052894 | 6052895 | 6052896 | 6052897 | 6052898 | 6052899 | 6052900 | 6052901 | 6052902 | 6052903 | x | 10/22/09 | | | | | | | | | | | |
| 10 | CH0027120606 | LB Treasury BV | SIS SegairerSettle AG | 20171021 | - | CHF | - | 63,000 | - | 28,000 | 1,165,000 | 5,802,000 | 797,000 | 1,898,000 | 1,784,000 | 11,537,000 | n/a | :SEME/357 | :SEME/483 | :SEME/157 | :SEME/358 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | :SEME/036 | x | 10/23/09 | | | | | | | | | | | | |
| 11 | CH0027120796 | LB Treasury BV | Euroclear | 92892 | - | CHF | - | 16,000 | - | 7,000 | 294,000 | 1,464,000 | 201,000 | 479,000 | 450,000 | 2,911,000 | n/a | 6053008 | n/a | 6053009 | 6053010 | 6053011 | 6053012 | 6053013 | 6053014 | 6053015 | 6053016 | 6053017 | 6053018 | 6053019 | 6053020 | 6053021 | 6053022 | 6053023 | 6053024 | 6053025 | 6053026 | 6053027 | x | 10/22/09 | | | | | | | | | | |
| 12 | CH0027120895 | LB Securities NV | Euroclear | 92892 | - | EUR | - | 12,000 | - | 5,000 | 215,000 | 1,171,000 | 143,000 | 185,000 | 178,000 | 1,909,000 | n/a | 6058519 | n/a | 6058520 | 6058521 | 6058522 | 6058523 | 6058524 | 6058525 | 6058526 | 6058527 | 6058528 | 6058529 | 6058530 | 6058531 | 6058532 | 6058533 | 6058534 | 6058535 | 6058536 | 6058537 | 6058538 | 6058539 | x | 10/22/09 | | | | | | | | | |
| 13 | CH0043088647 | LB Treasury BV | Euroclear | 92892 | - | EUR | 35,000 | 3,000 | 20,000 | 3,000 | 74,000 | 377,000 | 52,000 | 24,000 | 62,000 | 650,000 | 6042656 | 6042657 | 6042658 | 6042659 | 6042660 | 6042661 | 6042662 | 6042663 | 6042664 | 6042665 | 6042666 | 6042667 | 6042668 | 6042669 | 6042670 | 6042671 | 6042672 | 6042673 | 6042674 | 6042675 | 6042676 | 6042677 | 6042678 | x | 10/20/09 | | | | | | | | | |
| 14 | CH0043088654 | LB Treasury BV | Euroclear | 92892 | - | USD | 54,000 | 5,000 | 30,000 | 5,000 | 114,000 | 581,000 | 80,000 | 36,000 | 95,000 | 1,000,000 | 6043211 | 6043202 | 6043203 | 6043204 | 6043205 | 6043206 | 6043207 | 6043208 | 6043209 | 6043210 | 6043211 | 6043212 | 6043213 | 6043214 | 6043215 | 6043216 | 6043217 | 6043218 | 6043219 | 6043220 | 6043221 | 6043222 | 6043223 | 6043224 | x | 10/20/09 | | | | | | | | |
| 15 | XSO203783526 | LB Treasury BV | Euroclear | 92892 | - | USD | - | 11,000 | - | 4,000 | 189,000 | 952,000 | 129,000 | 162,000 | 153,000 | 1,600,000 | n/a | 6050532 | n/a | 6050533 | 6050534 | 6050535 | 6050536 | 6050537 | 6050538 | 6050539 | 6050540 | 6050541 | 6050542 | 6050543 | 6050544 | 6050545 | 6050546 | 6050547 | 6050548 | 6050549 | 6050550 | 6050551 | 6050552 | 6050553 | x | 10/22/09 | | | | | | | | |
| 16 | XSO203783526 | LB Holdings Inc | Euroclear | 92892 | - | GBP | - | 680,000 | - | 311,000 | 9,696,000 | 14,014,000 | 2,096,000 | 1,333,000 | 2,959,000 | 31,089,000 | n/a | 6050940 | n/a | 6050941 | 6050942 | 6050943 | 6050944 | 6050945 | 6050946 | 6050947 | 6050948 | 6050949 | 6050950 | 6050951 | 6050952 | 6050953 | 6050954 | 6050955 | 6050956 | 6050957 | 6050958 | 6050959 | 6050960 | 6050961 | 6050962 | 6050963 | x | 10/20/09 | | | | | | |
| 17 | XSO203783526 | LB Treasury BV | Euroclear | 92892 | - | EUR | - | 31,000 | - | 14,000 | 572,000 | 3,311,000 | 403,000 | 247,000 | 5,080,000 | n/a | 6030388 | n/a | 6030389 | 6030390 | 6030391 | 6030392 | 6030393 | 6030394 | 6030395 | 6030396 | 6030397 | 6030398 | 6030399 | 6030400 | 6030401 | 6030402 | 6030403 | 6030404 | 6030405 | 6030406 | 6030407 | 6030408 | 6030409 | 6030410 | 6030411 | x | 10/19/09 | | | | | | | |
| 18 | XSO238337439 | LB Treasury BV | Euroclear | 92892 | - | EUR | - | 16,000 | - | 4,000 | 215,000 | 798,000 | 94,000 | 43,000 | 123,000 | 1,289,000 | n/a | 6055643 | n/a | 6055644 | 6055645 | 6055646 | 6055647 | 6055648 | 6055649 | 6055650 | 6055651 | 6055652 | 6055653 | 6055654 | 6055655 | 6055656 | 6055657 | 6055658 | 6055659 | 6055660 | 6055661 | 6055662 | 6055663 | 6055664 | 6055665 | 6055666 | 6055667 | x | 10/23/09 | | | | | |
| 19 | XSO254946287 | LB Treasury BV | Euroclear | 92892 | - | EUR | 500,000 | 250,000 | - | - | 4,505,000 | 30,285,000 | 4,162,000 | 2,846,000 | 7,452,000 | 50,000,000 | 6043076 | 6043077 | 6043078 | 6043079 | 6043080 | 6043081 | 6043082 | 6043083 | 6043084 | 6043085 | 6043086 | 6043087 | 6043088 | 6043089 | 6043090 | 6043091 | 6043092 | 6043093 | 6043094 | 6043095 | 6043096 | 6043097 | 6043098 | 6043099 | 6043100 | 6043101 | x | 10/20/09 | | | | | | |
| 20 | XSO256257907 | LB Treasury BV | Euroclear | 92892 | - | USD | 200,000 | - | 200,000 | - | 2,714,000 | 11,218,000 | 1,480,000 | 1,204,000 | 2,984,000 | 20,000,000 | 6054463 | n/a | 6054464 | 6054465 | 6054466 | 6054467 | 6054468 | 6054469 | 6054470 | 6054471 | 6054472 | 6054473 | 6054474 | 6054475 | 6054476 | 6054477 | 6054478 | 6054479 | 6054480 | 6054481 | 6054482 | 6054483 | 6054484 | 6054485 | 6054486 | 6054487 | x | 10/22/09 | | | | | | |
| 21 | XSO268576609 | LB Treasury BV | Euroclear | 92892 | - | CHF | - | 21,000 | - | 5,000 | 274,000 | 1,027,000 | 121,000 | 52,000 | 158,000 | 1,658,000 | n/a | 6055653 | n/a | 6055654 | 6055655 | 6055656 | 6055657 | 6055658 | 6055659 | 6055660 | 6055661 | 6055662 | 6055663 | 6055664 | 6055665 | 6055666 | 6055667 | 6055668 | 6055669 | 6055670 | 6055671 | 6055672 | 6055673 | 6055674 | 6055675 | 6055676 | 6055677 | x | 10/23/09 | | | | | |
| 22 | XSO269969027 | LB Treasury BV | Euroclear | 92898 | - | EUR | - | 16,000 | - | 4,000 | 206,000 | 773,000 | 91,000 | 39,000 | 119,000 | 1,248,000 | n/a | 6055666 | n/a | 6055667 | 6055668 | 6055669 | 6055670 | 6055671 | 6055672 | 6055673 | 6055674 | 6055675 | 6055676 | 6055677 | 6055678 | 6055679 | 6055680 | 6055681 | 6055682 | 6055683 | 6055684 | 6055685 | 6055686 | 6055687 | 6055688 | 6055689 | 6055690 | 6055691 | x | 10/22/09 | | | | |
| 23 | XSO274087204 | LB Treasury BV | Euroclear | 92892 | - | GBP | - | 126,000 | - | 29,000 | 1,851,000 | 6,196,000 | 728,000 | 316,000 | 952,000 | 10,000,000 | n/a | 6055630 | n/a | 6055631 | 6055632 | 6055633 | 6055634 | 6055635 | 6055636 | 6055637 | 6055638 | 6055639 | 6055640 | 6055641 | 6055642 | 6055643 | 6055644 | 6055645 | 6055646 | 6055647 | 6055648 | 6055649 | 6055650 | 6055651 | 6055652 | 6055653 | 6055654 | 6055655 | 6055656 | 6055657 | x | 10/23/09 | | |
| 24 | XSO275908456 | LB Treasury BV | Euroclear | 92892 | - | USD | 20,000 | - | 20,000 | 10,000 | 271,000 | 1,109,000 | 153,000 | 127,000 | 290,000 | 2,000,000 | 6055325 | n/a | 6055326 | 6055327 | 6055328 | 6055329 | 6055330 | 6055331 | 6055332 | 6055333 | 6055334 | 6055335 | 6055336 | 6055337 | 6055338 | 6055339 | 6055340 | 6055341 | 6055342 | 6055343 | 6055344 | 6055345 | 6055346 | 6055347 | 6055348 | 6055349 | 6055350 | 6055351 | x | 10/22/09 | | | | |
| 25 | XSO276282737 | LB Treasury BV | Euroclear | 92892 | - | USD | 20,000 | - | 20,000 | 10,000 | 271,000 | 1,109,000 | 153,000 | 127,000 | 290,000 | 2,000,000 | 6057791 | n/a | 6057792 | 6057793 | 6057794 | 6057795 | 6057796 | 6057797 | 6057798 | 6057799 | 6057800 | 6057801 | 6057802 | 6057803 | 6057804 | 6057805 | 6057806 | 6057807 | 6057808 | 6057809 | 6057810 | 6057811 | 6057812 | 6057813 | 6057814 | 6057815 | 6057816 | 6057817 | 6057818 | 6057819 | 6057820 | 6057821 | x | 10/22/09 |
| 26 | XSO278671382 | LB Treasury BV | Euroclear | 92892 | - | USD | 30,000 | - | 30,000 | 15,000 | 406,000 | 1,664,000 | 229,000 | 191,000 | 435,000 | 3,000,000 | 6054500 | n/a | 6054497 | 6054498 | 6054499 | 6054500 | 6054501 | 6054502 | 6054503 | 6054504 | 6054505 | 6054506 | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT B

2005 GUARANTEE

06/08/2005

15:41

LEHMAN → 916467582653

NO. 504

001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P.02

06-09-05 11:31 JDM INVESTMENTS
06/09/2005 16:41 E-MAIL - 216457022633
E-MAIL - 216457022633

NO. 290 004
NO. 524 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

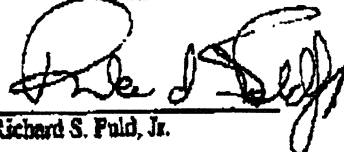
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegates thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

06/08/2005 15:41 LEHMAN → 916467582653

NO. 504 003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

| | Name of Subsidiary | Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable? |
|-----|---|--|
| 1. | Lehman Brothers Asia Holdings Limited | No |
| 2. | Lehman Brothers Bankhaus A.G. | Yes (London branch of such subsidiary only) |
| 3. | Lehman Brothers Commercial Bank | No |
| 4. | Lehman Brothers Commercial Corporation | No |
| 5. | Lehman Brothers Commercial Corporation Asia Limited | No |
| 6. | Lehman Brothers Equity Finance (Cayman) Limited | No |
| 7. | Lehman Brothers Finance S.A. | No |
| 8. | Lehman Brothers Holdings Plc | Yes |
| 9. | Lehman Brothers International (Europe) | Yes |
| 10. | Lehman Brothers Japan Inc. | No |
| 11. | Lehman Brothers (Luxembourg) Equity Finance S.A. | No |
| 12. | Lehman Brothers (Luxembourg) S.A. | No |
| 13. | Lehman Brothers OTC Derivatives Inc. | No |
| 14. | Lehman Brothers Securities Asia Limited | No |
| 15. | Lehman Brothers Securities N.V. | No |
| 16. | Lehman Brothers Special Financing Inc. | No |
| 17. | Lehman Brothers Treasury Co. B.V. | No |
| 18. | Lehman Re Limited | No |

EXHIBIT C

2008 GUARANTEE

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

EXECUTION COPY

**LEHMAN BROTHERS HOLDINGS INC.
LEHMAN BROTHERS TREASURY CO. B.V.
LEHMAN BROTHERS BANKHAUS AG**

**U.S.\$100,000,000,000
EURO MEDIUM-TERM NOTE PROGRAM**

*Unconditionally and irrevocably guaranteed, as to Notes to be issued by
Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG, by*

LEHMAN BROTHERS HOLDINGS INC.

GUARANTEE AGREEMENT

in respect of

LEHMAN BROTHERS TREASURY CO. B.V.

24 July 2008

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THIS GUARANTEE AGREEMENT is made as of 24 July 2008

BY

(1) **LEHMAN BROTHERS HOLDINGS INC.** (the "**Guarantor**")

IN FAVOUR OF

(2) **HOLDERS** (as defined below); and

(3) **THE ACCOUNTHOLDERS** (as defined below);

WHEREAS

(A) **LEHMAN BROTHERS HOLDINGS INC., LEHMAN BROTHERS TREASURY CO. B.V. and LEHMAN BROTHERS BANKHAUS AG** (each an "**Issuer**" and together the "**Issuers**") have established a Program (the "**Program**") for the issuance of medium-term notes (the "**Notes**"). In connection with the Program the Issuers have entered into an Amended and Restated Fiscal Agency Agreement dated 24 July 2008 (as supplemented and amended from time to time, the "**Fiscal Agency Agreement**") with the Bank of New York Mellon, acting through its London Branch, as Fiscal Agent, the Bank of New York Mellon, acting through its New York Branch, as Registrar and the other parties referred to therein. Notes in bearer form may be represented initially by (in the case of Issuers other than Lehman Brothers Holdings Inc.) a permanent global Note (the "**Permanent Global Note**") or by a temporary global Note (the "**Temporary Global Note**") exchangeable in accordance with its terms for a Permanent Global Note or, as the case may be, definitive notes in bearer form ("**Definitive Notes**") and/or registered Notes ("**Registered Notes**") represented by definitive Notes in registered form ("**Definitive Registered Notes**"), global Notes in registered form ("**Global Registered Notes**") or Notes in registered uncertificated form. Permanent Global Notes are, in accordance with their respective terms, exchangeable for Definitive Notes. Registered Notes may be represented initially by Definitive Registered Notes and/or Global Registered Notes. Global Registered Notes, are themselves exchangeable, in accordance with their terms, for Definitive Registered Notes. References herein to "**Global Notes**" shall be to Permanent Global Notes, Temporary Global Notes and Global Registered Notes. A Global Note will be delivered to a depositary or a common depositary or a common safekeeper or a custodian, as the case may be, for any one or more of the Clearing Systems (as defined below) for credit to such securities clearing (or any other) account or accounts with any Clearing System as may be determined by the terms and conditions and operating procedures or management regulations of the relevant Clearing System with its respective participants and/or accountholders. Notes denominated in Australian dollars may be issued in the domestic Australian capital markets ("**Australian Domestic Notes**") and Notes denominated in New Zealand dollars that may be cleared through the Austraclear New Zealand System ("**New Zealand Domestic Notes**") may be issued by Lehman Brothers Treasury Co. B.V. ("**LBTCBV**"), in each case pursuant to a deed poll to be executed by LBTCBV (the "**Deed Poll**"), and such Australian Domestic Notes and New Zealand Domestic Notes will be issued in registered, uncertificated and dematerialised book-entry form and take the form of entries on a register to be

maintained by an Australian or New Zealand registrar, as applicable, to be appointed by LBTCBV.

- (B) The Guarantor has agreed to guarantee irrevocably the payment of principal and interest together with all other sums payable by LBTCBV under the Notes issued by LBTCBV (the "**Guaranteed Issuer**") and to guarantee irrevocably the performance by the Guaranteed Issuer of its obligations under the Deed of Covenant, dated 24 July 2008, by the Guaranteed Issuer in favour of the parties identified therein (as supplemented, amended or replaced from time to time, the "**Deed of Covenant**") and the performance by the Guaranteed Issuer of its obligations under the Deed Poll.

NOW THIS GUARANTEE WITNESSES as follows:

1. DEFINITIONS

- 1.1 In this Guarantee the following words and expressions shall have the following meanings:

"**Accountholder**" shall bear the meaning ascribed thereto in the Deed of Covenant in respect of Guaranteed Notes;

"**Clearing System**" means each of Euroclear, Clearstream, Luxembourg, DTC and any other clearing system specified in the relevant Final Terms;

"**Conditions**" means the terms and conditions of the relevant Notes, as the same may be modified or supplemented in accordance with the terms thereof, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof;

"**DTC**" means The Depositary Trust Company;

"**Guaranteed Note**" shall mean a Note issued by the Guaranteed Issuer (including an Australian Domestic Note and a New Zealand Domestic Note) and shall include any related Coupon, Talon or Receipt;

"**Holder**" shall bear the meaning ascribed thereto in the Conditions, in respect of any Guaranteed Note;

"**Relevant Date**" means either (i) the date on which payment of the relevant Note first becomes due or (ii) if the full amount of the moneys payable has not been received by the Fiscal Agent (or any other paying agent in respect of the relevant Note) on or prior to such due date, the date on which all moneys then due for payment shall have been so received and notice to that effect shall have been duly given to the Holders or Accountholders; and

"**this Guarantee**" shall mean this Guarantee Agreement as amended or supplemented from time to time.

- 1.2 Headings used in this Guarantee are for each of reference only and shall not affect its construction.
- 1.3 Unless otherwise defined herein, terms defined in the Conditions have the same respective meanings when used in this Guarantee.

2. **GUARANTEE**

2.1 The Guarantor hereby irrevocably and unconditionally guarantees to the Holders and the Accountholders ~~the performance by the Guaranteed Issuer of all its obligations~~ pursuant to the Conditions of the Notes including without limitation:

- (a) ~~the due and punctual payment of each amount~~ payable in respect of any Guaranteed Note, the Deed of Covenant and the Deed Poll as and when the same become due and payable; and
- (b) ~~any obligation to deliver or procure the delivery of any securities~~ pursuant to such Conditions,

so that the Guarantor shall, if the Guaranteed Issuer shall fail punctually to perform any such obligation forthwith ~~perform or procure the performance of the obligation~~ in accordance with the applicable Conditions upon written demand by such Holder or Accountholder including (without limitation) the due and punctual payment of any such amount in the manner and currency prescribed by such Guaranteed Note which the Guaranteed Issuer shall be liable to pay under and pursuant to such Guaranteed Note, the Deed of Covenant or the Deed Poll or the delivery of any securities pursuant to such Conditions and which the Guaranteed Issuer shall have failed to pay or deliver (as the case may be) at the time such demand is made.

2.2 This Guarantee is ~~one of payment~~ and not collection. The Guarantor acknowledges that its obligations hereunder are several and independent obligations of the Guaranteed Issuer and that the Guarantor shall be liable as sole principal debtor, with the consequence that such liability will not be discharged, impaired or otherwise affected by anything which would not so discharge, impair or otherwise affect its liability if it were a sole principal debtor, including without limitation:

- (a) any time, indulgence, waiver or consent at any time given to the Guaranteed Issuer or any other person;
- (b) any amendment to the Conditions in respect of the Guaranteed Notes, the Deed of Covenant or the Deed Poll or to any security or other guarantee or indemnity;
- (c) the making or absence of any demand on the Guaranteed Issuer or any other person;
- (d) the enforcement or absence of enforcement of any Guaranteed Notes, the Deed of Covenant or the Deed Poll or of any security or other guarantee or indemnity;
- (e) the release of any such security, guarantee or indemnity;
- (f) the dissolution, amalgamation, reconstruction or reorganisation of the Guaranteed Issuer or any other person;
- (g) the winding up of the Guaranteed Issuer or the bringing of any analogous proceeding in any jurisdiction or any change in its status, function, control or ownership; and

- (h) the illegality, invalidity, irregularity or unenforceability of, or any defect in, any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll or any of the Guaranteed Issuer's obligations in respect thereof.

2.3 As a separate and alternative stipulation, the Guarantor irrevocably agrees that any sum expressed to be payable by the Guaranteed Issuer under any Guaranteed Note, the Deed of Covenant or the Deed Poll which is for any reason (including, without limitation, by reason of any provision of any Guaranteed Note, the Deed of Covenant or the Deed Poll being or becoming void, unenforceable or otherwise invalid under any applicable law) (whether or not now known or becoming known to the Guaranteed Issuer, the Guarantor, the Holder(s), the Accountholder(s) or any other person) not recoverable from it on the basis of a guarantee, will nevertheless be recoverable from it as if it were the sole principal debtor and will be paid by it to the Holder(s) or the Accountholder(s) on written demand. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by the Holder(s), the Accountholder(s) or any other person.

3. **STATUS**

- 3.1 The claims of the Holders and Accountholders against the Guarantor in respect of senior Guaranteed Notes will constitute direct, unconditional and (subject to the provisions of Condition 11 (*Negative Pledge with respect to Senior Notes*) and the provisions of the Fiscal Agency Agreement) unsecured obligations of the Guarantor and rank *pari passu* in right of payment among the Guarantee, prior to the equity securities of the Guarantor and equally with all other unsecured and unsubordinated debt obligations of the Guarantor (subject, in the event of insolvency, to laws affecting creditors' rights generally).
- 3.2 The claims of the Holders and the Accountholders against the Guarantor in respect of subordinated Guaranteed Notes constitute direct, unsecured and subordinated obligations of the Guarantor and rank *pari passu* among themselves and *pari passu* will all other present and future unsecured, unconditional and subordinated indebtedness of the Guarantor and will be subordinated, in the event of the winding-up of the Guarantor, to the claims of its Senior Creditors. Amounts payable under the Guarantee shall be due and payable by the Guarantor in such winding-up only if and to the extent that all claims against the Guarantor by its Senior Creditors have been paid in full.
- 3.3 Subject to applicable law, no Holder or Accountholder may be granted any security by the Guarantor or any third party or claim any right of set-off in respect of any amount owed to it by the Guarantor under this Guarantee in connection with subordinated Guaranteed Notes and each Holder or relevant Accountholder shall be deemed to have waived all such rights.
- 3.4 Subsequent agreements which limit the subordination effected pursuant to Clause 3.2 or which accelerate payments under this Guarantee in respect of subordinated Guaranteed Notes are not permitted by law. Should payments be effected in respect of subordinated Guaranteed Notes by the Guarantor before the maturity date without legal preconditions

being fulfilled, the amount paid shall be refunded to the Guarantor notwithstanding any agreement to the contrary.

4. **CONTINUING GUARANTEE**

This Guarantee is a continuing guarantee and shall extend to the **ultimate balance** of all the obligations of the **Guaranteed Issuer** under any Guaranteed Note notwithstanding any settlement of account or other matter or thing whatsoever. It shall remain in full force and effect until all such obligations have been irrevocably paid and satisfied in full. Furthermore, such obligations are additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in favour of any person.

5. **REINSTATEMENT**

If any payment received by a Holder or Accountholder shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event of the Guaranteed Issuer, be avoided or set aside under any laws relating to such events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Guaranteed Issuer, provided that the obligations of the Guaranteed Issuer and/or the Guarantor under this Clause 5 shall, as regards each payment made to the Holder or Accountholder which is avoided or set aside, be contingent upon such payment being reimbursed to the Guaranteed Issuer or other persons entitled through the Guaranteed Issuer.

6. **IMMEDIATE RECOURSE**

The Guarantor waives any right it may have of first requiring a Holder or Accountholder to proceed against or enforce any other rights or security against the Guaranteed Issuer or any other person before claiming from the Guarantor hereunder.

7. **COVENANTS**

The Guarantor covenants in favour of the Holders and the Accountholders that it will duly perform and comply with the obligations expressed to be undertaken by it in the Conditions.

8. **DEPOSIT OF GUARANTEE**

This Guarantee shall be deposited with and held by the Fiscal Agent until all obligations of the Guaranteed Issuer and/or in respect of the Guaranteed Notes have been discharged in full. The Guarantor hereby acknowledges the right of every Holder and Accountholder to the production of this Guarantee.

9. **STAMP DUTIES**

The Guarantor shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Guarantee, and shall indemnify each Holder and Accountholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, reasonably legal fees and any

applicable value added tax) which it incurs as a result of or arising out of or in relation to any failure of the Guarantor to pay or delay in paying any of the same.

10. **PARTIAL INVALIDITY**

If at any time any provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

11. **NOTICES**

All notices, demands or other communications by any Holder or Accountholder upon the Guarantor shall be duly served upon the Guarantor if served on the Guarantor by letter at 745 Seventh Avenue, New York, New York 10019.

12. **GOVERNING LAW**

This Guarantee shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS whereof the Guarantor has executed this Guarantee the day and year first above written.

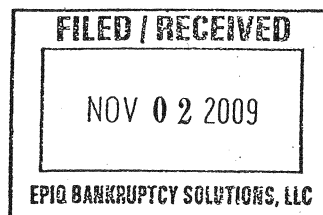
EXECUTED)
by **LEHMAN BROTHERS HOLDINGS INC.**)
acting by) **PAOLO TONUCCI**

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